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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS
AND
SPECIAL PROVISIONS
FOR BUILDING CONSTRUCTION IN
ORANGE COUNTY IN COSTA MESA AT THE COSTA MESA MAINTENANCE
STATION AT 1090 SOUTH BRISTOL STREET**

CONTRACT NO. 12-0E8304

12-Ora-5705-7.7

**Bids Open: January 9, 2003
Dated: December 2, 2002**

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TABLE OF CONTENTS

NOTICE TO CONTRACTORS	1
INSTRUCTIONS TO BIDDERS	4
GENERAL CONDITIONS	8
SPECIAL PROVISIONS	44
DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS	44
0.01 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS	44
0.02 PROPOSAL REQUIREMENTS AND CONDITIONS	44
0.024 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)	44
0.025 DVBE GOAL FOR THIS PROJECT	45
0.026 SUBMISSION OF DVBE INFORMATION	45
0.027 SMALL BUSINESS PREFERENCE	46
0.028 CALIFORNIA COMPANY PREFERENCE	47
0.03 AWARD AND EXECUTION OF CONTRACT	47
0.04 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	48
0.052 DIFFERING SITE CONDITIONS	48
0.053 INTEREST ON PAYMENTS	48
0.054 FINAL PAYMENT AND CLAIMS	49
0.055 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES	49
0.067 YEAR 2000 COMPLIANCE	49
0.07 SUBCONTRACTOR AND DVBE RECORDS	50
0.075 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS	50
0.077 SUBCONTRACTING	50
0.082 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	51
0.10 GUARANTEE	51
DIVISION 1. GENERAL REQUIREMENTS	51
1.01 SCOPE	51
1.02 WORK RESTRICTIONS	51
1.03 AREAS FOR CONTRACTOR'S USE	51
1.04 COOPERATION	51
1.05 MEASUREMENT AND PAYMENT	52
1.06 SUBMITTALS	52
1.07 SCHEDULE OF VALUES	52
1.08 OBSTRUCTIONS	52
1.09 PRESERVATION OF PROPERTY	53
1.10 WATER POLLUTION CONTROL	53
1.11 UTILITY CONNECTION	55
1.12 TEMPORARY UTILITIES	56
1.13 SANITARY FACILITIES	56
1.14 REFERENCES	56
1.15 PROJECT RECORD DRAWINGS	56
1.16 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS	56
DIVISION 2. SITEWORK	67
2.01 REMOVING PORTIONS OF EXISTING ROOF COVERING	67
2.02 EARTHWORK FOR BUILDING WORK	67
2.03 FREE DRAINING GRANULAR MATERIAL	70
2.04 AGGREGATE BASE	71
2.05 ASPHALT CONCRETE (MINOR)	72
2.06 SLURRY SEAL	72
PART 1.- GENERAL	72
PART 2 PRODUCTS	74
PART 3.- EXECUTION	75
2.07 GUARD POSTS	76

DIVISION 3. CONCRETE AND REINFORCEMENT	77
3.01 CAST-IN-PLACE CONCRETE.....	77
3.02 DRILL AND BOND DOWELS	82
DIVISION 4. AND 5. (BLANK).....	83
DIVISION 6. WOOD AND PLASTICS	83
6.01 ROUGH CARPENTRY	83
DIVISION 7. THERMAL AND MOISTURE PROTECTION.....	84
7.01 BUILT-UP ROOFING	84
7.02 SEALANTS AND CAULKING	87
7.03 SHEET METAL FLASHING	89
7.04 THROUGH-PENETRATION FIRESTOPPING	93
DIVISION 8. THRU 13. (BLANK)	94
DIVISION 14. CONVEYING SYSTEMS	94
14.01 MOBILE VEHICLE LIFT	94
DIVISION 15. MECHANICAL	96
15.01 MECHANICAL WORK	96
15.02 PIPE, FITTINGS AND VALVES	97
15.03 HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT AND SYSTEMS	101
DIVISION 16. ELECTRICAL	102
16.01 ELECTRICAL WORK.....	102
16.02 BASIC MATERIALS AND METHODS	103
16.03 ELECTRICAL EQUIPMENT	106

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 12-0E8304

12-Ora-5705-7.7

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR BUILDING
CONSTRUCTION IN ORANGE COUNTY IN COSTA MESA AT THE COSTA MESA MAINTENANCE
STATION AT 1090 SOUTH BRISTOL STREET**

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on January 9, 2003, at which time they will be publicly opened and read in Room C - 1116 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR
BUILDING CONSTRUCTION IN ORANGE COUNTY IN COSTA MESA AT THE COSTA MESA
MAINTENANCE STATION AT 1090 SOUTH BRISTOL STREET**

General work description: Upgrade material storage bins, apply slurry seal over existing asphalt concrete, and add HVAC system to existing facility.

This project has a goal of 3 percent disabled veteran business enterprise (DVBE) participation.

No prebid meeting is scheduled for this project.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or Class B license or a combination of Class C licenses which constitutes a majority of the work.

The Contractor must also be properly licensed at the time the bid is submitted, except that on a joint venture bid a joint venture license may be obtained by a combination of licenses after bid opening but before award in conformance with Business and Professions Code, Section 7029.1.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Preference will be granted to bidders properly certified as a "Small Business" as determined by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC), at the time of bid opening in conformance with the provisions in Section 2-1.05, "Small Business Preference," of the special provisions, and Section 1896 et seq, Title 2, California Code of Regulations. A form for requesting a "Small Business" preference is included with the bid documents. Applications for status as a "Small Business" must be submitted to the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, 707 Third Street, West Sacramento, CA 95605, Telephone Nos. (800) 559-5529 or (916) 375-4940.

A reciprocal preference will be granted to "California company" bidders in conformance with Section 6107 of the Public Contract Code. (See Divisions 2 and 3 of the special provisions.) A form for indicating whether bidders are or are not a "California company" is included in the bid documents and is to be filled in and signed by all bidders.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. Future effective general prevailing wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated December 2, 2002

BH

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**INSTRUCTIONS TO BIDDERS
AND
GENERAL CONDITIONS
FOR
BUILDING CONSTRUCTION**

JANUARY 2002

Issued by

DEPARTMENT OF TRANSPORTATION



INSTRUCTIONS TO BIDDERS

SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 GENERAL

- The bidder shall carefully examine the instructions contained herein and shall be satisfied as to the conditions with which the bidder must comply prior to bid and to the conditions affecting the award of contract.
- These instructions form a part of the contract documents.
- Attention is directed to Section 1-1.01, "General," of the General Conditions regarding the use of masculine gender pronouns in these Instructions to Bidders.

1-1.02 CONTRACTOR'S LICENSING LAWS

- Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.
- All bidders and contractors shall be licensed in conformance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.
- Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

1-1.03 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF THE WORK

- The bidder shall examine carefully the site of the work contemplated, the plans and special provisions and these instructions to bidders and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of these instructions to bidders, plans, special provisions, and the contract.
- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.
- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or Contractors, upon written request, subject to the conditions hereinafter set forth. Those records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of those prior projects.
- Inspection of those records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory, Sacramento, California. The records of investigations and project records are not a part of the contract and are available solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the Department assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of project records, or of the interpretations set forth therein or made by the Department in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by the investigations or records are representative of those existing in or throughout those areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.
- No information derived from the inspection of investigations or compilation thereof made by the Department or from the Engineer, or his assistants, will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the contract.

1-1.04 PROPOSAL FORMS

- The Department will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid will be rejected.
- The proposal form is bound together with the contract in a book entitled "Proposal and Contract." The proposal shall set forth the bid price, in clearly legible figures, in the space provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.
- The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

- All proposal forms other than for "District Opening" projects shall be obtained from the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, California 95814, or as otherwise designated in the "Notice to Contractor."
- Proposals for "District Opening" projects shall be made on forms obtained from the District Director of Transportation in whose district the work is to be performed, but in all other respects the provisions in this Section 1-1.04 shall apply.

1-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

- Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid, in conformance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
- A sheet for listing the subcontractors, as required herein, is included in the "Proposal and Contract" book.

1-1.055 STATE EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACTS

- No employee of the State shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the Department.
- No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

1-1.06 PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING

- Pursuant to Section 10162 of the Public Contract Code the bidder shall complete, under penalty of perjury, the questionnaire in the Proposal relating to previous disqualification, removal or other prevention of bidding of the bidder, or officers or employees of the bidder because of violation of law or a safety regulation.
- A bid may be rejected on the basis of a bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

1-1.07 PROPOSAL GUARANTY

- All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the Director of Transportation.

- The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.
- The bidder's bond shall conform to the bond form in the book entitled "Proposal and Contract" for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used. Upon request, "Bidder's Bond" forms may be obtained from the Department of Transportation.

1-1.08 COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD

- Pursuant to Public Contract Code Section 10232, the Contractor shall swear by a statement, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding 2-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board. For purposes of Section 10232 a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The State may rescind any contract in which the Contractor falsely swears to the truth of the statement required by Section 10232.
- The statement required by Public Contract Code Section 10232 is on the page preceding the signature page of the Proposal.

1-1.09 WITHDRAWAL OF PROPOSALS

- Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the Department. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

1-1.10 PUBLIC OPENING OF PROPOSALS

- Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

1-1.11 REJECTION OF PROPOSALS

- Proposals may be rejected if they have been transferred to another bidder, or if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

1-1.12 COMPETITIVE BIDDING

- If more than one proposal be offered by any individual, firm, copartnership, corporation, association, or any combination thereof, under the same or different names, all of those proposals may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work.
- All bidders are put on notice that any collusive agreement to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the State Contract Act and the Business and Professions Code and may render void any contract let under those circumstances.

1-1.13 RELIEF OF BIDDERS

- Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the Department written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

1-1.14 INELIGIBILITY TO CONTRACT

- Public Contract Code Section 10285.1 provides as follows:

Any State agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A State agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

- A form for the statement required by Section 10285.1 is included in the Proposal.

SECTION 2

AWARD AND EXECUTION OF CONTRACT

2-1.01 AWARD OF CONTRACT

• The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for any further period as may be agreed upon in writing between the Department and the bidder concerned.

2-1.02 RETURN OF PROPOSAL GUARANTIES

• The proposal guaranties accompanying the proposals of the first, second and third lowest responsible bidders will be retained until the contract has been finally executed, after which all those proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the Department, of the first, second and third lowest responsible bidders.

2-1.03 CONTRACT BONDS

• The successful bidder shall furnish the 2 bonds required by the State Contract Act. One bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the work under the contract and the other bond shall guarantee the faithful performance of the contract. The bond forms will be furnished to the successful bidder by the Department.

• Except as otherwise provided in Section 3248 of the Civil Code and Section 30154 of the Streets and Highways Code, the payment bond shall be in a sum equal to the contract price and the performance bond shall be in a sum equal to at least one-half of the contract price.

• All alterations, extensions of time, extra and additional work, and other changes authorized by the General Conditions, the special provisions or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

2-1.04 EXECUTION OF CONTRACT

• The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

2-1.05 FAILURE TO EXECUTE CONTRACT

• Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within 8 days, not including Saturdays, Sundays and legal holidays, after that bidder has received the contract for execution shall be just cause for the forfeiture of the bidder's security. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

GENERAL CONDITIONS
SECTION 1
DEFINITIONS AND TERMS

1-1.01 GENERAL

- Unless the context otherwise requires, wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, appear in the contract documents, the intent and meaning shall be interpreted as provided in this Section 1.
- Working titles having a masculine gender, such as "workman" and "journeyman" and pronouns, such as "he" and "himself", are utilized in these General Conditions, the Instructions to Bidders and the special provisions for the sake of brevity, and are intended to refer to persons of either gender.

1-1.02 ACCEPTANCE

- The formal written acceptance by the Director of Transportation of an entire contract which has been completed in all respects in conformance with the contract documents and any modifications thereof previously approved.

1-1.03 ADDENDUM

- A document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the original contract documents.

1-1.04 BIDDER

- Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly, or through a duly authorized representative.

1-1.05 CONTRACT

- The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The contract shall include the notice to contractors, Instructions to Bidders, proposal, plans, General Conditions, special provisions and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplementary agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

1-1.06 CONTRACTOR

- The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the Department of Transportation, as party or parties of the second part or their legal representatives.

1-1.07 DAYS

- Unless otherwise designated, days as used in the contract documents will be understood to mean calendar days.

1-1.08 DEPARTMENT

- The Department of Transportation of the State of California, as created by law.

1-1.09 DIRECTOR

- The executive officer of the Department of Transportation, as created by law.

1-1.10 ENGINEER

- The Chief Engineer, Department of Transportation, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

1-1.11 GENERAL NOTES

- The written instructions, provisions, conditions or other requirements appearing on the plans, and so identified thereon, which pertain to the performance of the work.

1-1.12 LABORATORY

- The Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

1-1.13 LEGAL HOLIDAYS

- Those days designated as State holidays in the Government Code.

1-1.14 LIQUIDATED DAMAGES

- The amount prescribed in the special provisions, pursuant to the authority of Public Contract Code Section 10226, to be paid to the State or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

1-1.15 PLANS

- The official drawings including plans, elevations, sections, detail drawings, diagrams, plates, general notes, information and schedules thereon, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. The plans include any drawings or plates bound within the special provisions.

1-1.16 PREMISES

- The area of State-owned property which surrounds the work site, limited by the property lines thereof. In some cases the premises may coincide with the work site.

1-1.17 PROPOSAL

- The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

1-1.18 PROPOSAL FORM

- The approved form upon which the Department of Transportation requires formal bids be prepared and submitted for the work.

1-1.19 PROPOSAL GUARANTY

- The cash, cashier's check, certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the Department of Transportation for the performance of the work if the contract is awarded to the bidder.

1-1.20 SPECIAL PROVISIONS

- The special provisions are specific clauses setting forth conditions or requirements of the work and supplementary to these General Conditions and the Instructions to Bidders. The Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates is to be considered as a part of the special provisions.

1-1.21 STATE

- The State of California.

1-1.22 STATE CONTRACT ACT

- An act to regulate contracts for the erection, construction, alteration, repair or improvement of any state structure, building, road, or other State improvements of any kind, to be found in Chapter 1, Division 2 of the Public Contract Code.

1-1.23 WORK

- The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the contract.

1-1.24 WORKING DAY

- Every day except Saturdays, Sundays, legal holidays, and those days not charged as working days pursuant to Section 6-1.07, "Time of Completion," of these General Conditions.

1-1.25 WORK SITE

- The area of actual construction and the areas immediately adjacent thereto.

1-1.26 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute.
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CBC	California Building Code
CEC	California Electrical Code
CS	Commercial Standards (US Department of Commerce)
EIA	Electronic Industries Association
ESO	Electrical Safety Orders
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
IEEE	Institute of Electrical and Electronics Engineers
ICBO	International Conference of Building Officials
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
PEI	Porcelain Enamel Institute
PS	Product Standard (US Department of Commerce)
RIS	Redwood Inspection Service
SCPI	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UPC	Uniform Plumbing Code
WCLB	Grade Stamp for WCLIB
WCLIB	West Coast Lumber Inspection Bureau (Grade Stamped WCLB)
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

Units of Measurement

- Some of the symbols for units of measurement used in the specifications are defined as follows. The symbols for other units of measurement used in the specifications are as defined in ASTM Designation: E-380, or in the various specifications and test referenced in the specifications.

Symbols as used in the Specifications	Definitions
A	amperes
g	gram
kg	kilogram
ha	hectare (10 000 m ²)
h	hour
J	joule
L	liter
m	meter
km	kilometer
mm	millimeter
μm	micrometer
nm	nanometer
m ²	square meter
m ³	cubic meter
N	newton
N·m	newton meter
Ω	ohm
Pa	pascal
kPa	kilopascal
MPa	megapascal
s	second
tonne	metric ton (1000 kg)
W	watt
V	volt

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 AUTHORITY OF ENGINEER

• The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

2-1.02 INTENT OF PLANS AND SPECIAL PROVISIONS

• The intent of the plans and special provisions is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in conformance with the terms of the contract. Where the plans or special provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

2-1.03 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS

• These General Conditions, the plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

• Plans shall govern over these General Conditions; the special provisions shall govern over both these General Conditions and the plans.

• Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these General Conditions, the special provisions, or the plans, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these General Conditions, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

• In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings and general notes shall prevail over drawings.

2-1.04 SHOP DRAWINGS, DESCRIPTIVE DATA, SAMPLES, AND ALTERNATIVES

• It shall be the Contractor's responsibility to submit, so as to cause no delay in the work, all shop drawings, descriptive data, samples for the various trades as required by the special provisions, and offers of alternatives, if any. The submittals shall be checked and coordinated by the Contractor with the work of other trades involved before they are submitted to the Engineer for examination.

• Submittals shall be delivered to the locations indicated in the special provisions.

• Work requiring the submittal of shop drawings, descriptive data or samples shall not begin prior to approval of that submittal by the Engineer. Fifteen working days shall be allowed for approval or return for correction of each submittal or resubmittal. Approval of submittals shall not operate to waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the approval of that submittal. Should the Engineer fail to complete his review within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, and no additional compensation will be allowed for the delay.

• Submittals shall be made by a letter of transmittal which shall contain a list of all matter submitted and identification of all variations from the plans and special provisions contained in the submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and contract number, with ample cross references to the contract documents, to facilitate identification of items and their location in the work. Additional specific requirements shall be as follows:

Shop Drawings

• The Contractor shall submit at least 5 copies of all shop drawings required by the special provisions. Two copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop drawings include any drawing which requires execution by a draftsman as distinguished from printed matter. The size of shop drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size.

Descriptive Data

- The Contractor shall submit 5 copies of each set of manufacturer's brochures or other data required by the special provisions. The State will examine the submittals and return 2 copies either approved for use or returned for correction and resubmittal.

Samples

- The Contractor shall submit samples of articles, materials or equipment as required by the special provisions. The work shall be in conformance with the approved samples. Samples shall be removed from State property when directed or may be incorporated in the work if approved by the Engineer. Samples not removed by the Contractor will become the property of the State or, at the State's option, will be removed or disposed of by the State at the Contractor's expense.

Alternatives

- For convenience in designation on the plans or in the special provisions, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name". An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

- 1 The Contractor shall submit his proposal for an alternative in writing. The request shall be made in ample time to permit approval without delaying the work, but need not be made in less than 35 days after award of the contract.
- 2 No proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Engineer. The Contractor shall satisfy the Engineer as to the comparative quality, suitability, or performance of the offered materials, articles, or equipment. In the event that the Engineer rejects the use of the alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

- Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for the successful completion of the work, nor shall it relieve the Contractor from responsibility for errors in the submittals. A failure by the Contractor to identify in the letter of transmittal, material deviations from the plans or specifications shall void the submittal and any action taken thereon by the Engineer. When specifically requested by the Engineer, the Contractor shall resubmit the shop drawings, descriptive data and samples as may be required.

- If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the contract plans and special provisions, the changes shall not be made without the approval of the Engineer and shall be made without additional cost to the State.

2-1.045 DIFFERING SITE CONDITIONS

- During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

- No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

- No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

- Any contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 3-1.01, "Changes," of these General Conditions, except as otherwise provided.

2-1.05 PRESERVATION AND CLEANING

- The Contractor shall clean up the work at frequent intervals and at other times when directed by the Engineer. While finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the work, the Contractor shall remove from the premises the Contractor's construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for final inspection.

2-1.06 LIMITATIONS ON WORK SITE AND PREMISES

- The Contractor shall limit the Contractor's construction operations to the work site unless otherwise shown on the plans or specified. The Contractor shall perform no operations of any nature over or on the premises except those operations as are authorized by the plans or special provisions, or as authorized by the Engineer.

2-1.07 SUPERINTENDENCE

- The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.
- When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.
- The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.
- Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.
- Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

2-1.08 CHARACTER OF WORKMEN

- If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

2-1.09 INSPECTION

- The Contractor shall at all times permit the Engineer and the Engineer's authorized agents to inspect the work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for inspection by the Engineer to all parts of the work, and to the shops where the work is in preparation. Work shall not be covered up until authorized by the Engineer and the Contractor shall be solely responsible for notifying the Engineer where and when the work is in readiness for inspection and testing. Should any work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.
- Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give notice to the Engineer of the Contractor's intention 48 hours prior to performing that work, or a longer period as may be specified so that the Engineer may make necessary arrangements.

2-1.10 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

- All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Engineer and no compensation will be allowed to the Contractor for the removal, replacement, or remedial work.
- Any work done beyond the lines shown on the plans or established by the Engineer, or any work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 2-1.10, the Department may cause rejected or unauthorized work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

2-1.11 COST REDUCTION INCENTIVE

- The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, special provisions or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
- Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.
- Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.

3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for as a change in the work as provided in Section 3, "Changes in the Work," of these General Conditions.
 4. A statement of the time within which the Engineer must make a decision thereon.
 5. The contract work affected by the proposed changes, including any quantity variation attributable thereto.
- The provisions of this Section 2-1.11 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design will not be considered as an acceptable cost reduction proposal; and the Department will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or special provisions, under consideration by the Department for the project, at the time the proposal is submitted or if the proposal is based upon or similar to standard special provisions adopted by the Department after the advertisement for the contract, the Engineer will not accept the proposal, and the Department reserves the right to make the changes without compensation to the Contractor under the provisions of this section.
 - The Contractor shall continue to perform the work in conformance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.
 - The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the schedules of values if, in the judgment of the Engineer, the schedule does not represent a fair measure of the value of work to be performed or to be deleted.
 - The Department reserves the right where it deems action is appropriate, to require the Contractor to share in the Department's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any moneys due or that may become due to the Contractor under the contract.
 - If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Section 2-1.11. The change order shall incorporate the changes in the plans and special provisions which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the Department's approval thereof is based if the approval of the Department is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the Department's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.
 - Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.
 - The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.
 - The Department expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Department when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 2-1.11 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Department. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.
 - This Section 2-1.11 shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

SECTION 3

CHANGES IN THE WORK

3-1.01 CHANGES

- The Department reserves the right to order changes in the contract at any time prior to the acceptance of the work by the Director, and the Contractor shall comply with the ordered changes. Changes or deviations from the contract shall not be made without authority in writing from the Engineer, and changes to the work without the Engineer's written approval will be considered unauthorized work and will not be paid for.
- On the basis set forth in this Section 3, the contract lump sum price will be adjusted for any ordered change which results in a change in the cost of the work.
- When ordered by the Engineer, the Contractor shall halt work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Engineer of the reasons for that change; however, work in the area affected shall not be discontinued unless ordered by the Engineer.
- For any approved change in the work, the Contractor shall be entitled to an adjustment in time equal to the number of working days which completion of the entire work is delayed due to the changed work, and the State will be entitled to an adjustment in time equal to the number of working days which completion of the entire work is advanced due to the changed work. For ordinary changes, the Contractor's cost estimate for the changed work shall state the amount of extra time, if any, that the Contractor considers should be allowed for making the requested change. Failure to request additional time when submitting the estimate, or failure to submit the estimate, shall constitute a waiver of the right to later claim any adjustment in time based upon changed work. For ordinary changes which decrease the amount of work and for indeterminate type changes, an adjustment in time commensurate with the changed work will be determined by the Engineer. Disagreement as to time adjustments shall not affect contract price adjustments, nor shall it be cause for not proceeding with the changed work when ordered by the Engineer. The Contractor shall have the right, however, to further pursue a time adjustment in the event agreement is not reached.

3-1.01A Ordinary Changes

- The Engineer will notify the Contractor in writing of any proposed changes and describe the intended change. Within 15 days after receipt of a written request, the Contractor shall submit his proposed price to be added or deducted from the contract price due to the change. The Contractor's proposed price to be added to or deducted from the contract price shall be supported by detailed estimates of cost prepared by the Contractor. The Contractor shall also provide information to support any request for an adjustment in contract time which is directly attributable to the changed work. The Contractor shall, upon request by the Engineer, permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change.
- If agreement is reached on the adjustment in compensation as provided in Section 3-1.01C, "Agreed Cost for Changes," of these General Conditions, the Contractor shall proceed with the work at the agreed price.
- If the Contractor and the Engineer fail to agree as to the adjustment in compensation for the performance of the changed work, the Contractor, upon written order from the Engineer, shall proceed immediately with the changed work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.
- If the Contractor fails to submit his cost estimate within the specified 15 day period, the specified period may be extended in writing by the Engineer. If the Engineer does not so extend the specified period, or if the Contractor fails to submit his cost estimate within the extended time period, the Contractor shall commence the work immediately upon receipt of written order from the Engineer and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

3-1.01B Indeterminate Type Changes

- Changes in the work of a kind where the cost of the work cannot be determined until completed, may be authorized by the Engineer in writing. The written order shall state that it is issued pursuant to this Section 3-1.01B. Upon receipt of a written order from the Engineer, the Contractor shall proceed with the ordered work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

3-1.01C Agreed Cost For Changes

- If the Engineer and the Contractor agree as to the adjustment in compensation for the performance of changed work on the basis of the Contractor's proposed cost estimate of the work, the contract lump sum price will be adjusted accordingly. The adjustment in compensation shall be agreed to in writing and executed by both parties.

3-1.01D Failure To Agree To The Cost Of Changes

- When a proposed change order decreases the cost of the work and the Engineer and the Contractor fail to agree upon the decreased cost thereof, the Engineer's estimated decrease in cost will be deducted from the contract price. The Contractor will be allowed 15 days after receipt of a contract change order approved by the Engineer, in which to file a written protest

setting forth in what respects the Contractor differs from the Engineer's estimate of decreased cost, otherwise the decision of the Engineer to deduct the Engineer's estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

- In the event the Engineer and the Contractor fail to agree on the cost of a change order which increases the cost of the work, the Engineer will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's work, the Contractor shall review the Engineer's daily job record comparing with the Contractor's own records, and after agreement is reached, the daily job record shall be signed by both the Engineer and the Contractor and shall become the basis for payment for the changed work. Upon completion of the work under the change order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Engineer and the Contractor to be in addition to the requirements of the contract, together with allowable markups.

- When there is a failure to agree as to cost, no payment for the changed work will be made to the Contractor until all work called for in the change order has been completed, except that progress payments may be made on those portions of the changed work which the Contractor and the Engineer agree as to cost.

3-1.01E Allowable Costs For Changes

- The only costs which will be allowed because of changed work and the manner in which these costs shall be computed are set forth in Sections 3-1.01E(1) through 3-1.01E(5) of these General Conditions. Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.01E(1) Labor

- The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the work is performed, nor will the use of a labor classification which would increase the cost be permitted unless the Contractor establishes to the complete satisfaction of the Engineer the necessity for payment at a higher rate.

3-1.01E(2) Materials

- The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed work. The cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the State. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for the materials. If, in the opinion of the Engineer, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to the Engineer from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to furnish the materials required by the change order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.01E(3) Equipment

- The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Engineer in the performance of the changed work. No payment will be made for time while equipment is inoperative due to breakdowns or on days when no work is performed. In addition, the rental time shall include the time required to move the equipment to the work from the nearest available source of the required equipment, and to return it to the source. If the equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed work during the time between move in and move out. Individual pieces of equipment having a replacement value of \$500 or less shall be considered to be tools or small equipment, and no payment will be made therefor. For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

3-1.01E(4) Markups

- When a change order increases the cost of the work, the Contractor may add the following maximum markups to the actual costs of labor, materials, or equipment rental:

- 33 percent for labor;
 - 15 percent for materials; and
 - 15 percent for equipment rental.

- The above markups include full compensation for bonds, profit and overhead.
- When a change order decreases the cost of the work, the reduction in cost shall include a 5 percent markup on the estimated cost for furnishing the labor, materials and equipment which would have been used on the work had the change order not been issued.
- When a change order involves both added work and deleted work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of 33 percent shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of 15 percent shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of 5 percent shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

- When added or deleted work is performed by an authorized subcontractor, approved in conformance with the provisions in Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, an additional 5 percent will be added to the total cost of the work including all markups specified in this Section 3-1.01E(4). The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.

3-1.01E(5) General Limitation

- In no event shall any actual cost for added work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Engineer that the Contractor investigated all possible means of obtaining the added work at prevailing market values and that the excess cost could not be avoided by the Contractor. The Engineer will determine the necessity for incurring the costs enumerated above, and as to whether they are directly required for the performance of the changed work. Lump sum quotations may be accepted at the option of the Engineer. When a change order deletes work from the contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the work were opened.
- When work under this Section 3 is performed by forces other than the Contractor's organization, no additional payment will be made by the State by reason of the performance of the work by a subcontractor or other forces, except as provided elsewhere in this Section 3.

SECTION 4

CONTROL OF MATERIALS

4-1.01 MATERIALS

- The Contractor shall furnish all materials required to complete the work, except materials that are designated in the special provisions to be furnished by the State and materials furnished by the State in conformance with Section 3, "Changes in the Work," of these General Conditions.
- Unless otherwise specified in the special provisions, materials furnished by the Contractor for incorporation into the work shall be new. When the quality or kind of materials, articles, or equipment is not specifically indicated, then the quality or kind thereof shall be similar to those which are indicated.
- Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.
- All materials which do not conform to the requirements of the plans and special provisions, as determined by the Engineer, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under these provisions, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.
- Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.
- Unless otherwise designated in the special provisions, materials furnished by the State will be delivered to the job site. Materials furnished by the State that are designated in the special provisions as available at locations other than the job site shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved.
- The Contractor will be held responsible for all materials furnished to him, and he shall pay all demurrage and storage charges. State-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing State-furnished material and those costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 PRODUCT AND REFERENCE STANDARDS

- When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the contract documents, those designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the work is dated.
- When standards or test designations are referred to in the contract documents by specific date of issue, they shall be considered a part of the contract. When those references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the work is dated shall be considered as part of the contract.

4-1.03 SAMPLING AND TESTING OF MATERIALS

- Unless otherwise specified, all tests shall be performed in conformance with the methods used by the Department of Transportation and shall be made by the Engineer or his designated representative.
- The Department has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to as California Test. Up to five copies of individual California Tests are available at the Division of New Technology, Materials and Research, located at 5900 Folsom Boulevard, (P.O. Box 19128), Sacramento, CA 95819, and will be furnished to interested persons upon request. If a complete set of California Test Methods is desired, it can be purchased from the Department's Office of Business Management, Materiel Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.
- Whenever a reference is made in the special provisions to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.
- Whenever the special provisions provide an option between 2 or more tests, the Engineer will determine the test method to be used.
- Whenever a specification, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the State's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at his discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in conformance with the referenced specification and furnished by the Contractor at his expense. The number of samples and test specimens shall be entirely at the discretion of the Engineer.

- When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

4-1.035 TESTING BY CONTRACTOR

- The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure quality control. The test methods used for quality control testing by the Contractor shall be as determined by the Contractor. The results of those quality control tests shall be made available to the Engineer upon request. Contractor performed quality control tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

4-1.04 CERTIFICATES OF COMPLIANCE

- A Certificate of Compliance shall be furnished prior to the use of any materials for which the special provisions require that a Certificate of Compliance be furnished. In addition, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the special provisions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the work and the lot so certified shall be clearly identified in the certificate.
- Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and special provisions and any material not conforming to those requirements will be subject to rejection whether in place or not.
- The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITIES

5-1.01 LAWS TO BE OBSERVED

• The Contractor shall keep informed of and observe, and comply with and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and rules and regulations made pursuant to the Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the work of the contract. If any conflict arises between provisions of the contract and any laws above referred to, the Contractor shall notify the Engineer at once in writing. The Contractor shall protect and indemnify the State or any of its officers, agents, and servants against any claim or liability arising from or based on the violation of any law, rule, or regulation, whether by the Contractor or the Contractor's agents or employees.

5-1.01A Hours of Labor

• Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

5-1.01B Labor Nondiscrimination

• Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

• Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION

CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)

These specifications are applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. Reference: Section 12990, Government Code.

5-1.01C Prevailing Wage

• The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

• Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

• Pursuant to the provisions of Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. For work situated in District 9, the wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for District 6, located at Fresno. General prevailing wage rates are also available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>.

• The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

• Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

• Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

• The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

5-1.01D Travel And Subsistence Payments

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

5-1.01E Payroll Records

• Attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

• The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

• A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name

appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

- If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.
- The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

5-1.01F Trench Safety

- Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- In addition to these provisions detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans for excavations on or affecting railroad property shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

5-1.01G Apprentices

- Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the prime Contractor.
- It is State policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

5-1.01H Fair Labor Standards Act

- The attention of bidders is invited to the fact that the State of California, Department of Transportation, has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

5-1.01I Workers' Compensation

- Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.
- Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of Section 3700 before commencing the performance of the work of this contract."

- This certification is included in the contract, and signature and return of the contract as provided in Section 2-1.04, "Execution of Contract," of the Instructions to Bidders shall constitute signing and filing of the certificate.

5-1.01J Air Pollution Control

- The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.
- Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the premises.

5-1.01K Use Of Pesticides

- The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.
- Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.
- Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

5-1.01L Sound Control Requirements

- The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.
- Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

5-1.01M Environmental Clearances

- The Department will obtain all environmental clearances and authorizations necessary for the project as set forth in the plans and specifications. The Contractor shall comply with the provisions, including giving notices during construction when required, of these authorizations. In the event the obtaining of these authorizations delays completion of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted and the Contractor shall not be entitled to any additional compensation because of the delays.

5-1.01N Permits And Licenses

- The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.
- In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

5-1.01O Assignment Of Antitrust Actions

- The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

5-1.01P Safety And Health Provisions

- The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.
- Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.
- All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

5-1.01Q Suits To Recover Penalties And Forfeitures

- Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.
- Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.
- Submission of a claim under Section 7-1.07, "Final Payment and Claims," of these General Conditions for the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits and these claims will not be considered.

5-1.01R Water Pollution

- The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.
- Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.
- In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.
- Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.
- If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.
- The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.
- The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

- The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.
- Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding 70 000 m² for each separate location, operation, or spread of equipment before either temporary or permanent erosion control measures are accomplished.
- Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
- Nothing in the terms of the contract nor in the provisions in this Section 5-1.01R shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.
- When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.
- The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.
- The Contractor shall also conform to the following provisions:
 1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
 2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
 3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
 4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
 5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
 6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.
 7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
 8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
 9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

• Compliance with the requirements of this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

5-1.02 PROTECTION AND USE OF PROPERTY

- The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the work, or at other times as directed, restore premises and adjacent property to a proper condition.
- The Contractor shall protect adjoining property and nearby buildings, including State buildings, State roads, and public streets or roads, from dust, dirt, debris, or other nuisance arising out of the Contractor's operations or storage practices, and, if

ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect objects from damage. If any objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract.

- If the Contractor damages any buildings, roads or other property which belong to the State, or any department or agency thereof, then the Engineer, at his option, may retain from the money due under the contract an amount sufficient to insure repair of the damage.
- The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.
- The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility of protecting underground improvements or facilities. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities, which may be subject to damage by reason of the Contractor's operations.

5-1.03 (BLANK)

5-1.031 INDEMNIFICATION

• With the exception that this section shall in no event be construed to require indemnification by the Contractor to a greater extent than permitted by law, the Contractor shall defend, indemnify and save harmless the State, including its officers, directors, agents (excluding agents who are design professionals), and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the Contractor's performance of this contract for:

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, State, Department, or any other contractor and;
- B. Damage to property of anyone including loss of use thereof;

caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

• Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

• The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Department, may be retained by the State until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

• With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the State, its directors, officers, employees, or agents (excluding agents who are design professionals).

5-1.032 INSURANCE

- Insurance shall conform to the following requirements:

5-1.032A Casualty Insurance

- The Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to the Department as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by the State. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to the Department through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure.

5-1.032A(1) Workers' Compensation and Employer's Liability Insurance

- Workers' Compensation insurance shall be provided as specified in Section 7-1.01A(6), "Workers' Compensation." Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

- If there is an exposure of injury to the Contractors' employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

5-1.032A(2) Liability Insurance

- The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment
- (b) products and completed operations
- (c) broad form property damage (including completed operations)
- (d) explosion, collapse and underground hazards
- (e) personal injury
- (f) contractual liability

5-1.032A(3) Liability Limits/Additional Insureds

- The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The State and the Department, including their officers, directors, agents (excluding agents who are design professionals), and State employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for those additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless that condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

- The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the Department or State will be excess only and shall not be called upon to contribute with this insurance. Those additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

5-1.032B Automobile Liability Insurance

- The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 5-1.032A(3), "Liability Limits/Additional Insureds," shall also apply to automobile liability.

5-1.032C Policy Forms, Endorsements and Certificates

- The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.
- Evidence of insurance in a form acceptable to the Department, including the required "additional insured" endorsements, shall be furnished by the Contractor to the Department at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to the Department. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. The Department may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Standard ISO form CG 0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of the Department. Regardless of the allowance of exclusions or deductions by the Department, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to the Department is consistent with the requirements of this section.

5-1.032D Enforcement

- The Department may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the Department with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, the Department may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of Department, but any acceptance of insurance certificates by the Department shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the State, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of that coverage, nor shall it preclude the State from taking other actions as is available to it under any other provision of the contract or law. Failure of the Department to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5-1.032E Self-Insurance

- Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

5-1.032F Miscellaneous

- Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these General Conditions, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.04 OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE

- The Department reserves the right to occupy all or any part of the project prior to completion of the entire contract, upon written order therefor. In that event, the Contractor will be relieved of responsibility for any injury or damage to that part as results from the Department's occupancy and use by the Department. If the Contractor carries insurance against damage to the premises or against liability to third persons covering the premises so used and occupied by the Department, and if the occupancy results in increased premiums for insurance, the Department will pay to the Contractor the added cost for insurance during the period of occupancy.

- This occupancy does not constitute acceptance by the Director either of the complete work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the entire contract by the Director or during the full guarantee period after project acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.05 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- Except as otherwise provided herein, the Contractor shall have the charge and care of the work and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the work until the acceptance of the contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work and shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.
- The Contractor will be relieved of responsibility for any injury or damage to the work caused by the following:

- (1) An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of that event has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- (2) Occupancy and use by the Department or the public prior to the completion of the entire project.
- (3) Acts of the Federal Government or the public enemy.

5-1.06 RESPONSIBILITY FOR UTILITIES

- The Contractor shall be responsible for the cost for any and all work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including without limitation thereon, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that the utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of any cables, or the ducts enclosing cables, the Contractor shall observe any special precautions required and the cost of these special precautions. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.
- However, if during the course of the work the Contractor encounters utility installations which are not shown or indicated on the plans or in the special provisions, or which are found in a location substantially different from that shown, and the utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Engineer in writing. Where necessary for the work of the contract, the Engineer shall issue a written order to the Contractor to make adjustment, rearrangement, repair, removal, alteration, or special handling of the utility, including repair of utility if damaged. The Contractor shall perform the work described in the written order, and compensation therefor will be made in conformance with the provisions in Section 3, "Changes in the Work," of these General Conditions, relating to changes in the work. Except for the items of cost specified in Section 3, "Changes in the Work," of these General Conditions, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him due to the presence of these utilities. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the Engineer, then the Contractor shall be liable for any or all damage to these utilities or other work of the contract which arises from the Contractor's operations subsequent to discovery thereof, and the Contractor shall repair and make good any damage at the Contractor's expense.

5-1.07 PROPERTY RIGHTS IN MATERIALS

- Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the State and unused. These material shall become the property of the State of California upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the State and unused, as provided in Section 7-1.05, "Partial Payment," of these General Conditions.

5-1.08 LEGAL ACTIONS AGAINST THE DEPARTMENT

- If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted, and the Contractor shall not be entitled to any additional compensation because of the suspension.

5-1.09 NO PERSONAL LIABILITY

- Neither the Director, the Engineer, nor any other officer or authorized employee of the Department of Transportation shall be personally responsible for any liability arising under the contract.

5-1.10 PATENTS

- The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State of California, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

5-1.11 PAYMENT OF TAXES

- The contract price paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

5-1.12 COOPERATION

- Should construction be under way by State forces or other forces or by other contractors within or adjacent to the limits of the work or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay, interference or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 SUBLETTING AND SUBCONTRACTING

- The Contractor shall be responsible for all work performed under the contract. All persons engaged in the work will be considered as employees of the Contractor. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the Engineer, the Contractor shall remove that subcontractor immediately upon written request of the Engineer, and the subcontractor shall not again be employed on the work. Although the sections of the contract may be arranged according to various trades, or general grouping of the work, the Contractor is not obligated to sublet the work in the same manner. The State will not arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the work.
- Subcontracts shall include provisions that the contract between the State and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the State concerning the project is filed.
- Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on the Contractor's bid proposal without the written approval of the Engineer. Substitutions must be in conformance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Section 4100 of the Public Contract Code. Violations of this Act by the Contractor may subject him to penalties which may include cancellation of contract, assessment of 10 percent of the subcontractor's bid, and disciplinary action by the Contractors' State License Board.

6-1.02 ASSIGNMENT

- The performance of the contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the contract nor will the Director consent to any assignment of a part of the work under the contract.
- The Contractor may assign moneys due or to become due the Contractor under the contract and the assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the work in the event that the Contractor should be in default therein.

6-1.03 BEGINNING OF WORK

- The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department, and shall diligently prosecute the same to completion within the time limit provided in the special provisions.
- The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Office of the District Director of Transportation in the district in which the work is situated and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.
- Should the Contractor begin work in advance of receiving notice that the contract has been approved as above provided, any work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the contract is approved.
- The delivery to the State for execution and approval of the contract properly executed on behalf of the Contractor and surety and the minimum 72 hours advance written notice as required above shall constitute the Contractor's authority to enter upon the site of the work and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the contract, as above provided, and subject also to the following:
 - (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these General Conditions and the special provisions.
 - (2) In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer.
 - (3) All work done according to the contract prior to its approval, will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

- (4) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the date on which the contract was approved by the Attorney General or the attorney appointed and authorized to represent the Department, except to the extent the delay, hindrance or interference would have been compensable hereunder had work been commenced on the date of the approval and the progress thereof been the same as that actually made.

6-1.04 PROGRESS SCHEDULE

- The Contractor shall submit to the Engineer a practicable progress schedule within 15 days of approval of the contract, and within 7 days of the Engineer's written request at any other time.
- The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period.
- The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work, and the contemplated dates for completing those salient features.
- The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.
- Subsequent to the time that submittal of a progress schedule is required in conformance with these General Conditions, no progress payment will be made for any work until a satisfactory schedule has been submitted to the Engineer.

6-1.05 SCHEDULE OF VALUES

- The Contractor shall submit to the Engineer a schedule of values for each lump sum item. The sum of the items listed in the schedule of values shall equal the contract lump sum prices. Overhead and profit shall not be listed as separate items. The schedule of values shall be approved by the Engineer before any partial payment estimate is prepared.

6-1.06 TEMPORARY SUSPENSION OF WORK

- The Engineer shall have the authority to suspend the work wholly or in part, for any time period as the Engineer deems necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for any time period as the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract.
- The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.
- If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 6-1.07, "Time of Completion," of these General Conditions. If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.
- If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 6-1.07, "Time of Completion," of these General Conditions.
- In the event of a suspension of work under any of the conditions set forth in this Section 6-1.06, the suspension of work shall not relieve the Contractor of the Contractor's legal responsibilities as set forth in these General Conditions.
- The Contractor shall have no claim for damage or compensation for any delay, interference or hindrance resulting from an ordered temporary suspension of the work.
- In addition to the requirements specified above, the following shall apply:

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time or additional compensation and contract time is due as a result of the suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for the adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of the suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, the Contractor's suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit)

and modify the contract in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

6-1.07 TIME OF COMPLETION

- The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the special provisions.
- A working day is defined as any day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.
- Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.
- The current controlling operation or operations is to be construed to include any feature of the work which, if delayed, will delay the time of completion of the contract.
- Determination that a day is a nonworking day by reason of inclement weather or conditions resulting immediately therefrom shall be made and agreed upon during that day by conference between the Engineer and the Contractor. In the event of failure to agree, the Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section 6-1.06, "Temporary Suspension of Work," of these General Conditions.

6-1.08 LIQUIDATED DAMAGES

- It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in the special provisions, damage will be sustained by the State of California, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the State of California, the sum set forth in the special provisions per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.
- It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Director shall have the right to increase the number of working days or not, as the Director may deem best to serve the interest of the State, and if the Director decides to increase the number of working days, the Director shall further have the right to charge to the Contractor, the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Director may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final statement shall not be included in the charges.
- The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided, that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of that delay. The

Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

- No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule," of these General Conditions that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles, or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

- If the Contractor is delayed in completion of the work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Engineer or of the Department, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

- Except as provided in Public Contract Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the contract.

- It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section 6-1.08.

6-1.09 TERMINATION

6-1.09A Termination Of Contract - "Convenience Of State"

- The Department reserves the right to terminate the contract at any time if the Director determines that to do so would be in the best interest of the State.

- Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The Engineer will issue the Contractor a written notice signed by the Director, specifying that the contract is to be terminated. Upon receipt of that written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - (a) Stop all work under the contract except that specifically directed to be completed prior to acceptance.
 - (b) Perform work the Engineer deems necessary to secure the project for termination.
 - (c) Remove equipment from the site of the work.
 - (d) Take the required action as is necessary to protect materials from damage.
 - (e) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - (f) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and any other information as the Engineer may request.
 - (g) Dispose of materials not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the State with good title to all materials purchased by the State hereunder, including materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and with bills of sale or other documents of title for the materials.
 - (h) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (i) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (j) Take other actions as the Engineer may direct.

- (2) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the State for use in the work and unused shall terminate when the Engineer certifies that the materials have been stored in the manner and at the locations the Engineer has directed.

The Contractor's responsibility for damage to materials purchased by the State subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of those materials has been taken by the State.

When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and all other work as may have been ordered to secure the project for termination, the Engineer will recommend that the Director formally accept the contract, and immediately upon and after the acceptance by the Director, the Contractor will not be required to perform any further work thereon and shall be relieved of contractual responsibilities for injury to persons or damage to property which occurs after the formal acceptance of the project by the Director.

- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- (a) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination.
When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and special provisions and the excessive actual cost shall be disallowed.
- (b) A reasonable allowance for profit on the cost of work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
- (c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Engineer.
- (d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and subcontractors, necessary to determine compensation in conformance with the provisions of this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the contract is to be terminated and for a period of 3 years, and these records shall be retained for that period.

After acceptance of the work by the Director, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in the Engineer's opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

- The provisions of this Section shall be included in all subcontracts.

6-1.09B Termination Of Control - "Default Of Contractor"

• Failure to supply an adequate working force, or material of proper quality, or failure to comply with Section 10262 of the State Contract Act, or in any other respect to prosecute the work with the diligence and force specified by the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the State. The procedures for termination, completion of the work, and the rights and obligations of the parties are provided for in the State Contract Act (Public Contract Code Sections 10253-10260).

• If the Contractor's control of the work is terminated or the Contractor abandons the work and the contract work is completed in conformance with the provisions in Section 10255 of the State Contract Act, any dispute concerning the amount to be paid by the State to the Contractor or the Contractor's surety or to be paid to the State by the Contractor or the Contractor's surety, under the provisions in Section 10258 of the State Contract Act, shall be subject to arbitration in conformance with the provisions in Section 7-1.10, "Arbitration," of these General Conditions. The surety shall be bound by the arbitration award and is entitled to participate in the arbitration proceedings.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 ACCEPTANCE

- The contract will be accepted in writing by the Director when the whole shall have been completed in all respects in conformance with the provisions of the contract to the full satisfaction of the Department.

7-1.02 SCOPE OF PAYMENT

- The Contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- No compensation will be made in any case for loss of anticipated profits.

7-1.03 NOTICE OF POTENTIAL CLAIM

- The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 2-1.045, "Differing Site Conditions," or Section 6-1.08, "Liquidated Damages," or Section 5-1.06, "Responsibility for Utilities," of these General Conditions.
- The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.
- The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting the notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. The estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of that notice of potential claim.
- It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that those matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that the Contractor shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.
- Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, the Contractor's records of the project, as deemed by the Department to be pertinent to the potential claim, shall be made available to the Department for inspection and copying.

7-1.04 STOP NOTICES

- The State of California, by and through the Department or other appropriate State office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq of the Civil Code.
- Stop notice information may be obtained from the Departmental Disbursing Office at 1801 30th Street, East Building, Sacramento, California.

7-1.05 PARTIAL PAYMENTS

- The Department, once in each month upon request of the Contractor for partial payments, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished to the time of the estimate, and the value thereof. The acceptable materials shall include materials that are furnished and delivered to the work site and are not incorporated in the work.

- The Department shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and not incorporated in the work as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this Section 7-1.05, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department.
- The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in conformance with the provisions of the contract.
- No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.
- Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

7-1.06 PAYMENT OF WITHHELD FUNDS

- Attention is directed to Section 7-1.05, "Partial Payments," of these General Conditions and in particular to the retention provisions of Section 7-1.05, of these General Conditions.
- Upon the Contractor's request, pursuant to Public Contract Code Section 10263, the Department will make payment of funds withheld from progress payments to ensure performance of the contract if the Contractor deposits in escrow with the State Treasurer, or with a bank acceptable to the Department, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- Alternatively, upon the Contractor's request, the Department will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Department, pursuant to the terms in Section 10263 of the Public Contract Code.
- Alternatively, and subject to the approval of the Department, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Department under subdivision (c) of Section 10263 of the Public Contract Code, the Department will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.
- Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Department.
- The escrow agreement used pursuant to this Section 7-1.06 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.
- The Contractor shall obtain the written consent of the surety to the agreement.

7-1.07 FINAL PAYMENT AND CLAIMS

- After acceptance of the work by the Director, the Department will make a final monthly payment pending approval of the final statement. The final monthly payment will be the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts as the Engineer determined to be necessary pending approval of the final statement. The Engineer will promptly submit to the Contractor a final

statement of the sum due the Contractor under the contract. The statement shall take into account the contract price, as adjusted by any change order; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the contract. The Contractor shall submit written approval of the final statement or submit a written statement of all claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the final statement of the sum due the Contractor. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than the close of business of the next business day. The approval of that statement or the failure to file a claim within the specified 30 day period shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the contract and the payment so made by the State shall thereupon become a complete statement between the State and the Contractor.

- To constitute the filing of a claim, the Contractor shall set forth in writing the basis for the claim and the amount of money for which demand is made and shall submit the same to the Engineer. No demand by the Contractor shall be recognized as a claim by the State unless it is filed in conformance with this paragraph.

- Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of those claims. If additional information or details are required by the Engineer to determine the basis and amount of the claims, the Contractor shall furnish additional information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit the information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

- The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

- Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

_____,
(name)
_____ of
(title)
_____,
(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____.

Notary Public
My Commission Expires _____

- Failure to submit the notarized certificate will be sufficient cause for denying the claim.
- Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the State at its discretion.
- Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

- The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by the District Director will review those claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of those claims.
- Upon final determination of the claims, the Engineer will then make and issue the Engineer's final statement in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final statement shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Section 7-1.08, "Clerical Errors," of these General Conditions.

7-1.08 CLERICAL ERRORS

- Notwithstanding the provisions in Section 7-1.07, "Final Payment And Claims," of these General Conditions, for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 7-1.07, including the final statement and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the Department agree to pay to the other any sum due under the provisions of this Section 7-1.08, provided, however, if the total sum to be paid is less than \$200, no payment shall be made.

7-1.09 GUARANTEE

- The Contractor hereby unconditionally guarantees that the mechanical and electrical equipment and related components in the building work will be done in conformance with the requirements of the contract, and further guarantees the same to be and remain free of defects in workmanship and materials for a period of 6 months from the date of acceptance of the contract. The Contractor hereby agrees to repair or replace any and all mechanical and electrical equipment and related components in the building work that may prove to be not in conformance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.
- A portion of the performance bond for the contract in a sum equal to one half the value of the mechanical and electrical equipment and related components in the building work, shall remain in full force and effect during the guarantee period. The value of those mechanical and electrical equipment and related components shall be the value determined in conformance with the requirements specified in Section 6-1.05, "Schedule of Values" of the General Conditions.
- The Contractor further agrees that, within 10 calendar days after being notified in writing by the Department of any mechanical and electrical equipment and related components in the building work not in conformance with the requirements of the contract or any defects in the mechanical and electrical equipment and related components in the building work, he shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and shall complete the work within a reasonable period of time, and, in the event the Contractor fails to comply, he does hereby authorize the Department to proceed to have such work done at the Contractor's expense and he shall honor and pay the cost and charges therefor upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

7-1.10 ARBITRATION

- Sections 10240-10240.13, inclusive of the Public Contract Code provides for the resolution of contract claims by arbitration.
- Claims (demands for monetary compensation or damages) arising under or related to performance of the contract shall be resolved by arbitration unless the Department and the Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Public Contract Code Sections 10240-10240.13, inclusive, and applicable regulations (see Subchapter 3 [Sections 301-382, inclusive] of Chapter 2 of Title 1 of the California Code of Regulations). The arbitration decision shall be decided under and in conformance with the law of this State, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.
- Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of those regulations. A Complaint in Arbitration by the Contractor shall be made not later than 90 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.
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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 12-0E8304

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

0.01 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The work embraced herein shall conform to the provisions in the Instructions to Bidders and General Conditions for Building Construction of the Department of Transportation, dated January, 2002, a single publication attached hereto and referred to herein as "Instructions to Bidders" and "General Conditions", and the following special provisions.

In case of conflict between the Instructions to Bidders or the General Conditions and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

0.02 PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions in Section 1, "Proposal Requirements and Conditions," of the Instructions to Bidders, and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, each proposal shall have listed therein the name and address of each DVBE subcontractor to be used for credit in meeting the goal, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be performed by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The Bidder's Bond form mentioned in the last paragraph in Section 1-1.07, "Proposal Guaranty," of the Instructions to Bidders will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

0.024 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veteran Business Enterprise (DVBE) in contracts.

It is the policy of the Department that Disabled Veteran Business Enterprise (DVBE) shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.

Bidder's attention is directed to the following:

- A. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and Disabled Veteran Business Enterprise Certification, Department of General Services.
- B. A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- C. Credit for DVBE prime contractors will be 100 percent.
- D. A DVBE joint venture partner must be responsible for a clearly defined portion of the work to be performed. Responsibility means actually performing, managing and supervising that portion of the work with its own forces. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DVBE joint venturer must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Division 0.026, "Submission of DVBE Information," elsewhere in these special provisions.

- E. A DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. Credit for DVBE vendors of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods.
- G. Credit for trucking by DVBEs will be as follows:
 - 1. One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees.
 - 2. Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster."
 - 3. One hundred percent of the amount to be paid to DVBE trucking brokers who have signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal, a "certified roster" showing that all trucks are owned by DVBEs, and a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster."
 - 4. Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal, a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers, and a signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster."

The "certified roster" referred to herein shall conform to the requirements in Division 0.026, "Submission Of DVBE Information," elsewhere in these special provisions.

- H. DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, 707 Third Street, West Sacramento, CA 95605, on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
- I. Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

0.025 DVBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disabled Veteran Business Enterprise (DVBE) participation for this project:

Disabled Veteran Business Enterprise (DVBE): 3 percent.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation.

The Office of Small Business and Disabled Veteran Business Enterprise Certification, Department of General Services, may be contacted at (800) 559-5529 or (916) 375-4940 or visit their internet web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> for program information and certification status. The Department's Business Enterprise Program may also be contacted through their internet web site at <http://www.dot.ca.gov/hq/bep/> or at (866) 810-6346 or (916) 324-1700.

0.026 SUBMISSION OF DVBE INFORMATION

The required DVBE information shall be submitted on the "CALTRANS BIDDER - DVBE INFORMATION" form included in the Proposal. If this information is not submitted with the bid, the DVBE information forms shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DVBEs and to select those portions of the work or material needs consistent with the available DVBEs to meet the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If the DVBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit the DVBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DVBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DVBE information by the time specified will be grounds for

finding the bid or proposal nonresponsive. Other bidders need not submit DVBE information unless requested to do so by the Department.

The bidder's DVBE information shall establish that good faith efforts to meet the DVBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include their adequate good faith efforts information along with their DVBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DVBE information shall include the names of DVBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DVBE transaction, and a written confirmation from the DVBE that it is participating in the contract. A copy of the DVBE's quote will serve as written confirmation that the DVBE is participating in the contract. When 100 percent of a portion of the work is not to be performed or furnished by a DVBE, a description of the exact portion of that work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of that work. The work that a DVBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DVBE subcontractors, suppliers and trucking companies will count toward the goal.

If credit for trucking by a DVBE trucking broker is shown on the bidder's information as 100 percent of the revenue to be paid by the broker is to be paid to DVBE truckers, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that all the trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification numbers. The roster must indicate that all revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

If credit for trucking by a trucking broker who is not a DVBE is shown in the bidder's information, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that at least 20 percent of the broker's trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification number. The roster must indicate that at least 20 percent of the revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

A bidder shall be deemed to have made good faith efforts upon submittal, within time limits specified by the Department, of documentary evidence that all of the following actions were taken:

- A. Contact was made with the Office of Small Business and Disabled Veteran Business Enterprise Certification, Department of General Services or their web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> to identify Disabled Veteran Business Enterprises.
- B. Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.
- C. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
- D. Available Disabled Veteran Business Enterprises were considered.

0.027 SMALL BUSINESS PREFERENCE

Attention is directed to "Award and Execution of Contract" of these special provisions.

Attention is also directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq and Title 2, California Code of Regulations, Section 1896, et seq.

Bidders who wish to be classified as a Small Business under the provisions of those laws and regulations, shall be certified as Small Business by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, 707 Third Street, West Sacramento, CA 95605.

To request Small Business Preference, bidders shall fill out and sign the Request for Small Business Preference form in the Proposal and shall attach a copy of their Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) small business certification letter to the form. The bidder's signature on the Request for Small Business Preference certifies, under penalty of perjury, that the bidder is certified as Small Business at the time of bid opening and further certifies, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either certified Small Business or have applied for Small Business certification by bid opening date and are subsequently granted Small Business certification.

The conditions requiring the aforementioned 50 percent level of subcontracting by Small Business subcontractors apply if:

- A. The lowest responsible bid for the project exceeds \$100,000; and
- B. The project work to be performed requires a Class A or a Class B contractor's license; and
- C. Two or more subcontractors will be used.

If the above conditions apply and Small Business Preference is granted in the award of the contract, the 50 percent Small Business subcontractor utilization level shall be maintained throughout the life of the contract.

0.028 CALIFORNIA COMPANY PREFERENCE

Attention is directed to "Award and Execution of Contract" of these special provisions.

In conformance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

- A. Has its principal place of business in California.
- B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
- C. Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the "California company" reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the California Company Preference form in the Proposal. The bidder's signature on the California Company Preference form certifies, under penalty of perjury, that the bidder is or is not a "California company" and if not, the amount of the preference applied by the state of the nonresident Contractor.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident Contractor by the state or country in which the nonresident Contractor has its principal place of business.

Proposals without the California Company Preference form filled out and signed may be rejected.

0.03 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract," of the Instructions to Bidders and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DVBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 20 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

Attention is also directed to "Small Business Preference" of these special provisions. Any bidder who is certified as a Small Business by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification, will be allowed a preference in the award of this contract, if it be awarded, under the following conditions:

- A. The apparent low bidder is not certified as a Small Business, or has not filled out and signed the Request for Small Business Preference included with the bid documents and attached a copy of their Office of Small Business and Disabled Veteran Business Enterprise Certification small business certification letter to the form; and
- B. The bidder filled out and signed the Request for Small Business Preference form included with the bid documents and attached a copy of their Office of Small Business and Disabled Veteran Business Enterprise Certification small business certification letter to the form.

The small business preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to the small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

Attention is also directed to "California Company Preference" of these special provisions.

The amount of the California company reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the "California company" is eligible for a California Small Business Preference, in which case the preference applied shall be the greater of the two, but not both.

If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price except as provided below.

Small business bidders shall have precedence over nonsmall business bidders in that the application of the "California company" preference for which nonsmall business bidders may be eligible shall not result in the denial of the award to a small business bidder.

0.04 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 6-1.03, "Beginning of Work," Section 6-1.07, "Time of Completion," and Section 6-1.08, "Liquidated Damages," of the General Conditions and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **75 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$250 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

0.052 DIFFERING SITE CONDITIONS

Attention is directed to Section 2-1.045, "Differing Site Conditions," of the General Conditions.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 7-1.03, "Notice of Potential Claim," of the General Conditions and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

0.053 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final statement, ordered changes in the work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final statements shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid ordered changes in work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed bill for ordered changes in the work. To be properly submitted, the bill must be submitted within 7 days of the performance of the ordered change in the work and in conformance with the provisions in Section 3, "Changes in the Work," and Section 7-1.05, "Partial Payments," of the General Conditions. An undisputed ordered change in the work bill not submitted within 7 days of performance of the ordered change in the work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and ordered change in the work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of that claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

0.054 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 7-1.07, "Final Payment and Claims," of the General Conditions.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

0.055 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If performance of the Contractor's current controlling operation is delayed in the area, and the delay could not be avoided by the judicious handling of forces, equipment, and plant, an extension of time determined in conformance with the provisions in Section 6-1.08, "Liquidated Damages," of the General Conditions will be granted. Compensation for the delay will be made only for the Contractor's actual losses due to idle time of equipment, necessary payments for idle time of workers, and cost of extra moving of equipment, in conformance with the provisions in Section 3-1.01E, "Allowable Costs for Changes," of the General Conditions, except that no markups will be added.

0.067 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 4-1.04, "Certificates of Compliance," of the General Conditions for all automated devices furnished for the project.

0.07 SUBCONTRACTOR AND DVBE RECORDS

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (S) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer.

0.075 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS

The DVBEs listed by the Contractor in response to the provisions in Division 0.026, "Submission of DVBE Information," and Division 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- A. The listed DVBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when the written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of the subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DVBE becomes bankrupt or insolvent.
- C. The listed DVBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DVBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. The listed DVBE subcontractor is not licensed pursuant to the Contractor's License Law.
- G. It would be in the best interest of the State.

The Contractor shall not be entitled to payment for the work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

0.077 SUBCONTRACTING

Attention is directed to the provisions in Section 6-1.01, "Subletting and Subcontracting," of the General Conditions, and Division 0.02, "Proposal Requirements and Conditions," Division 0.026, "Submission of DVBE Information," and Division 0.030, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The DVBE information furnished under Division 0.026, "Submission of DVBE Information," of these special provisions is in addition to the subcontractor information required to be furnished in Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders and Section 6-1.01, "Subletting and Subcontracting," of the General Conditions.

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in highway contracts that are State funded. As a part of this requirement:

- A. No substitution of a DVBE subcontractor shall be made at any time without the written consent of the Department, and
- B. If a DVBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make good faith efforts to replace the original DVBE subcontractor with another DVBE subcontractor.

The provisions in Division 0.024, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to DVBE substitutions after award of the contract.

0.082 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

0.10 GUARANTEE

Section 7-1.09, "Guarantee," of the General Conditions is amended to read:

7-1.09 GUARANTEE.—The Contractor hereby unconditionally guarantees that the work will be done in conformance with the requirements of the contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless a longer guarantee period is required by the special provisions. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in conformance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.

Contract bonds shall remain in full force and effect during the guarantee period.

The Contractor further agrees, that within 10 calendar days after being notified in writing by the Department of any work not in conformance with the requirements of the contract or any defects in the work, the Contractor shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and shall complete the work within a reasonable period of time, and, in the event the Contractor fails to comply, the Contractor does hereby authorize the Department to proceed to have the work done at the Contractor's expense and the Contractor shall honor and pay the cost and charges therefor upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

DIVISION 1. GENERAL REQUIREMENTS

1.01 SCOPE

The building work described herein and as shown on the plans shall conform to the requirements of the General Conditions and these special provisions.

The building work to be done consists, in general, of alterations and modifications to various facilities at Costa Mesa Maintenance Station in Orange County.

The work includes, but is not limited to the following:

- Replace HVAC system at Crew facility including new roof cricket and curbs.
- Enlarge existing Material Storage Bin concrete walls.
- Install concrete apron at Material Storage Bins.
- Relocate fire hydrants including requisite earthwork
- Install steel pipe bollards filled with concrete.
- Install rotating wash hose at Vehicle Wash facility.
- Provide Vehicle Lift equipment.
- Install electrical work for new vehicle lift and HVAC.
- Slurry seal existing AC pavement.

1.02 WORK RESTRICTIONS

Slurry Seal Operations.—The Contractor shall schedule and coordinate slurry seal operations to be conducted in a manner which minimizes interference with maintenance vehicles using the parking area facilities. Contractor shall schedule work to begin at close of operations on a Friday, continue through the weekend, and completed and ready for full use on that Monday. Contractor shall submit work sequence schedule to the Engineer, for approval, two weeks in advance.

1.03 AREAS FOR CONTRACTOR'S USE

No area is available within the contract limits for the exclusive use of the Contractor. The Contractor shall arrange with the Engineer for areas to store equipment and materials within the work area.

1.04 COOPERATION

Attention is directed to Sections 5-1.06, "Responsibility for Utilities," and 5-1.12, "Cooperation," of the General Conditions and these special provisions.

Work by State forces will be in progress within the contract limits during the working period for this contract.

The Contractor shall comply with all security policies and normal working hours of the State concerning the Costa Mesa.

The Contractor shall plan his work to minimize interference with State forces and the public. Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with and for such time periods as directed by the Engineer.

1.05 MEASUREMENT AND PAYMENT

The contract lump sum price paid for building work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the building work, complete in place, as shown on the plans, as specified in the General Conditions and these special provisions, and as directed by the Engineer

Full compensation for any incidental materials and labor, not shown on the plans or specified, which are necessary to complete the building work shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

1.06 SUBMITTALS

Shop drawings, material lists, descriptive data, samples and other submittals specified in these special provisions shall be submitted for approval in accordance with the provisions in Section 2-1.04, "Shop Drawings, Descriptive Data, Samples, and Alternatives," of the General Conditions and these special provisions

Unless otherwise permitted in writing by the Engineer and except submittals for "Alternatives" in conformance with the provisions of said Section 2-1.04 of the General Conditions, all submittals required by these special provisions shall be submitted within 35 days after the contract has been approved.

Attention is directed to the provisions in Section 2-1.01, "Authority of Engineer," of the General Conditions. The Engineer may request submittals for materials or products where submittals have not been specified in these special provisions, or may request that additional information be included in specified submittals, as necessary to determine the quality or acceptability of such materials or products.

Submittals shall be delivered to the locations indicated in these special provisions. If a specific location is not indicated, the submittal shall be delivered to the Division of Structure Design, Documents Unit, Fourth Floor, Mail Station 9-4/4I, 1801 30th Street, Sacramento, California 95816, telephone (916) 227-8252, or the submittals shall be mailed to the Division of Structure Design, Documents Unit, Mail Station 9-4/4I, P. O. Box 942874, Sacramento, California 94274-0001.

1.07 SCHEDULE OF VALUES

The Contractor shall prepare and submit to the Engineer for approval 2 copies of a Schedule of Values within 15 working days of approval of the contract. The Engineer shall be allowed 15 working days for approval or return for correction of each submittal or resubmittal. Should the Engineer fail to complete the review within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted as provided in Section 6-1.08, "Liquidated Damages," of the General Conditions.

The Schedule of Values shall cover each lump sum item for building work and shall be accurately divided into sections representing the cost of each separate building or structure. Any site work that is not part of a separate building or structure shall be included under a specific section as General Work and not included in the building or structure cost. Indirect costs and general condition items are to be listed as a separate line item of work. The sections representing each building or structure must be identified as to the building or structure they represent and be broken down to show the corresponding value of each craft, trade or other significant portion of the work. A sub-total for each section shall be provided.

The Schedule of Values shall be approved by the Engineer before any partial payment estimate is prepared.

The sum of the items listed in the Schedule of Values shall equal the contract lump sum price for building work. Overhead and profit shall not be listed as separate items, but shall be appropriately distributed across all line items of cost.

1.08 OBSTRUCTIONS

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," and 5-1.06, "Responsibility for Utilities," of the General Conditions and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 5 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert
Southern California (USA)
Telephone: 1(800) 422-4133

1.09 PRESERVATION OF PROPERTY

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," 5-1.05, "Contractor's Responsibility for the Work," and 5-1.06, "Responsibility for Utilities," of the General Conditions.

Operations shall be conducted in such a manner that existing facilities, surfacing, installations, and utilities which are to remain in place will not be damaged. Temporary surfacing, facilities, utilities and installations shall also be protected until they are no longer required. The Contractor, at his expense shall furnish and install piling, sheet piling, cribbing, bulkheads, shores, or whatever means may be necessary to adequately support material carrying such facilities, or to support the facilities themselves and shall maintain such support until they are no longer needed.

1.10 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

Copies of the Manual are also available for review at District 12 Construction Administrative Branch, 3351 Michelson Drive, Irvine, CA 92612, 3rd Floor. Telephone (949) 724-2188.

The Contractor shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of the General Conditions.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.02, "Protection and Use of Property," and Section 5-1.03, "Responsibility for Damage," of the General Conditions.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES.--As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, the requirements in the Manuals, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 7 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization;
- B. Sediment control;
- C. Tracking control;
- D. Wind erosion control;
- E. Non-storm water control; and
- F. Waste management and material pollution control.

Specific objectives and minimum requirements for each category of control measures are contained in the Manuals.

The Contractor shall consider the objectives and minimum requirements presented in the Manuals for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Manuals and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Manuals.

The WPCP shall include, but not be limited to, the following items as described in the Preparation Manual:

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

WPCP IMPLEMENTATION.--Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 6-1.06, "Temporary Suspension of Work," of the General Conditions. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Manual and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 1 and May 1.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the rainy season, the active, soil-disturbed area of the project site shall be not more than .4 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100% percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the rainy season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the rainy season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the rainy season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for tracking control, wind erosion control, non-storm water control, and waste management and material pollution control.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE.-- To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Preparation Manual shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the rainy season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

1.11 UTILITY CONNECTION

The Contractor shall make all arrangements and obtain all permits and licenses required for the extension of and connection to each utility service applicable to this project, shall furnish all labor and materials necessary for such extensions which are not performed or provided by the utility, and shall furnish and install any intermediate equipment required by the serving utilities.

Upon written request by the Contractor, the State will pay all utility permits, licenses, connection charges, and excess length charges directly to the utility. Such request shall be submitted not less than 45 days before service connections are required.

The costs incurred by the Contractor for the extension of utilities beyond the limits shown on the plans, and in furnishing and installing any intermediate equipment required by the serving utilities, will be paid for as an ordered change as provided in Section 3, "Changes in the Work," of the General Conditions.

Full compensation for any costs incurred by the Contractor to obtain the permits and licenses shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

1.12 TEMPORARY UTILITIES

The Contractor may obtain electrical power and water from existing State outlets within the contract limits free of charge for contract operations where such utilities exist, provided that such utility services are in service and are not required by the State for other purposes and subject to the provisions in "Cooperation" of these special provisions.

The Contractor, at his own expense, shall obtain any additional electrical power and water or other utilities required for his operations and shall make and maintain the necessary service connections.

The Contractor shall provide and pay for telephone service he may require. State telephone facilities shall not be used.

The Contractor shall provide adequate temporary lighting to perform the work and allow the Engineer to inspect the project as each portion is completed.

1.13 SANITARY FACILITIES

When operational, State sanitary facilities will be available for use by the Contractor's employees, during normal State working hours. Tools shall not be cleaned nor shall cleaning liquids be disposed of in State sanitary facilities or sewers.

1.14 REFERENCES

Attention is directed to Section 1-1.26, "Abbreviations," of the General Conditions

When reference is made to the Uniform Building Code (UBC) on the plans or in the special provisions, it shall be the 1997 Uniform Building Code as amended by the 1998 Title 24 California Building Standards Code.

1.15 PROJECT RECORD DRAWINGS

The Contractor shall prepare and maintain one set of project record drawings, using an unaltered set of original project plans, to clearly show all as-constructed information for the project. As a minimum, the information to be shown shall include 1) any plan clarifications or change orders, 2) locations of any underground utilities, or 3) the location, size, type, and manufacturer of all major products or components selected by the Contractor for use in the work.

All markings shall be placed on the project record drawings using red ink or red pencil. Original figures shall not be eradicated nor written over and superseded material shall be neatly lined out. Additional drawings shall be submitted if the required information cannot be clearly shown on the original set of project plans. The additional drawings shall be not less than 279 mm x 432 mm in size and shall have the contract number on each sheet. The Contractor shall sign and date each sheet of the project record drawings to verify that all as-constructed information shown on the drawings is correct.

The Contractor shall periodically review the set of project record drawings with the Engineer during the progress of the work to assure that all changes and other required information are being recorded.

Before completion of the work, the Contractor shall request a review of the project record drawings to determine the completeness and adequacy of them. If the project record drawings are unacceptable, the Contractor shall inspect, measure, and survey the project as necessary to record the required additional information.

The set of completed project record drawings shall be delivered to the Engineer prior to acceptance of the contract.

1.16 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following requirements:

Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.

Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish all information necessary as required to the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision shall be final.

When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, a list of substitutions to be made shall be submitted for approval.

The following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325M	
METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR REINFORCEMENT	
METRIC BAR DESIGNATION NUMBER AS SHOWN ON THE PLANS	IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

SUBSTITUTION TABLE FOR WELDED PLAIN WIRE REINFORCEMENT, ASTM DESIGNATION: A 185	
	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF: (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449	
DIAMETER	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL			
UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED (GALVANIZED) SHEETS	
METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT US STANDARD GAGE inch	METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT GALVANIZED SHEET GAGE inch
7.94	0.3125		
6.07	0.2391		
5.69	0.2242		
5.31	0.2092		
4.94	0.1943		
4.55	0.1793		
4.18	0.1644	4.270	0.1681
3.80	0.1495	3.891	0.1532
3.42	0.1345	3.510	0.1382
3.04	0.1196	3.132	0.1233
2.66	0.1046	2.753	0.1084
2.28	0.0897	2.372	0.0934
1.90	0.0747	1.994	0.0785
1.71	0.0673	1.803	0.0710
1.52	0.0598	1.613	0.0635
1.37	0.0538	1.461	0.0575
1.21	0.0478	1.311	0.0516
1.06	0.0418	1.158	0.0456
0.91	0.0359	1.006 or 1.016	0.0396
0.84	0.0329	0.930	0.0366
0.76	0.0299	0.853	0.0336
0.68	0.0269	0.777	0.0306
0.61	0.0239	0.701	0.0276
0.53	0.0209	0.627	0.0247
0.45	0.0179	0.551	0.0217
0.42	0.0164	0.513	0.0202
0.38	0.0149	0.475	0.0187

CONVERSION TABLE FOR WIRE		
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT USA STEEL WIRE THICKNESS	GAGE NO.
mm	inch	
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR COMMON NAILS				
NAIL SIZE	METRIC		ENGLISH	
	mm		inch	
	Length	Diameter	Length	Diameter
8d	63.5	3.33	2 1/2	0.131
10d	76.2	3.76	3	0.148
16d	88.9	4.11	3 1/2	0.162

CONVERSION TABLE FOR LUMBER	
METRIC NOMINAL SURFACE DRY SIZE	EQUIVALENT NOMINAL SURFACE DRY U S SIZE
mm	inch
51	2
102	4
152	6
203	8
254	10
305	12

CONVERSION TABLE FOR PLYWOOD	
METRIC mm	ENGLISH inch
6.4	1/4
7.9	5/16
9.5	3/8
11.1	7/16
11.9	15/32
12.7	1/2
15.1	19/32
15.9	5/8
18.3	23/32
19.1	3/4
22.2	7/8
25.4	1
28.6	1 1/8

CONVERSION TABLE FOR INSULATION R-VALUE	
METRIC (K m ² /W)	ENGLISH (HR FT ² F/BTU)
0.5	3
0.7	4
1.4	8
1.9	11
2.3	13
2.5	14
3.3	19
5.3	30

CONVERSION TABLE FOR VAPOR TRANSMISSION RATING	
METRIC (Perm-m)	ENGLISH (perm-inch)
0.29	0.02

CONVERSION TABLE FOR LOW PRESSURE	
METRIC (Pa)	ENGLISH (Inches of Water Column)
30	0.125
60	0.25
90	0.375
120	0.50
150	0.60
155	0.625
175	0.70
185	0.75
200	0.80
250	1.00
310	1.25

CONVERSION TABLE FOR PRESSURE	
METRIC (kPa)	ENGLISH (psi)
10	1.5
210	30
280	40
350	50
690	100
860	125
1040	150
1100	160
1210	175
1380	200
1730	250
2070	300
2170	315
2410	350
2590	375
2760	400
4830	700
5170	750
5520	800
13800	2000
17200	2500
20700	3000
27600	4000
34500	5000
137900	20000

CONVERSION TABLE FOR MIL THICKNESS	
METRIC (mm)	ENGLISH (inch/1000)
0.10	4
0.13	5
0.15	6
0.50	20
0.75	30
1.00	40

CONVERSION TABLE FOR HVAC DUCTING.	
METRIC (mm)	ENGLISH (inch)
100	4
125	5
150	6
175	7
200	8
225	9
250	10
300	12
360	14
410	16
460	18
510	20
560	22
610	24
660	26
710	28
760	30

CONVERSION TABLE FOR MECHANICAL PIPING		
METRIC (GSP, PVC, BSP, DUCTILE IRON)	METRIC (mm)	ENGLISH (inch)
NPS 1/2	15	1/2
NPS 3/4	20	3/4
NPS 1	25	1
NPS 1 1/4	32	1 1/4
NPS 1 1/2	40	1 1/2
NPS 2	50	2
NPS 2 1/2	65	2 1/2
NPS 3	75	3
NPS 4	100	4
NPS 6	150	6

CONVERSION TABLE FOR LUBRICATION PIPING TUBING WALL THICKNESS	
METRIC (mm)	ENGLISH (inch)
2.1	0.083
0.9	0.035

CONVERSION TABLE FOR HOSE/TUBING SIZES O. D.	
METRIC (mm)	ENGLISH (inch)
6	1/4
10	3/8
13	1/2
16	5/8
19	3/4
22	7/8
25	1

CONVERSION TABLE FOR DRUM SIZES			
METRIC		ENGLISH	
L	kg	gallons	pounds
205	180	55	400
60	55	16	120
19	16	5	35

CONVERSION TABLE FOR POWER	
METRIC (kW)	ENGLISH (HP)
0.037	1/20
0.075	1/10
0.18	1/4
0.25	1/3
0.37	1/2
0.55	3/4
0.75	1
1.1	1 1/2
1.5	2
2.2	3
3.7	5
5.5	7 1/2
7.5	10
11	15
15	20
18.5	25
22	30
30	40
37	50
45	60
55	75
75	100
90	120
110	150

CONVERSION TABLE FOR IMPELLER BALANCE		
SYNCHRONOUS RPM	METRIC (g mm/kg)	ENGLISH (ounce- inch/pound)
720	94	0.059
900	73	0.046
1200	54	0.034
1800	41	0.026
3600	17	0.011

CONVERSION TABLE FOR ELECTRICAL CONDUIT	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
16	1/2
21	3/4
27	1
35	1 1/4
41	1 1/2
53	2
103	4

DIVISION 2. SITEWORK

2.01 REMOVING PORTIONS OF EXISTING ROOF COVERING

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of removing portions of the existing roof covering in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS (Not applicable)

PART 3.- EXECUTION

REMOVAL.--

General.--Existing roof covering shall be removed to the top of existing insulation. Removal of portions of existing roof covering shall be done carefully to minimize damage to portions of the roof covering which are to remain.

Holes, tears, breaks, and abrasions to existing insulation shall be repaired or insulation shall be removed and replaced to match the original condition of the insulation.

Surface irregularities resulting from the removal of the existing roof covering shall be filled or trimmed to provide a flat substrate surface for receiving the new roof covering.

At locations where integral felt and primer have been scraped from the top of the existing board insulation, the insulation shall be repaired with polyurethane foam and the surface shall be primed and covered with one layer of Type 15 roofing felt before the application of additional roofing materials. Foam for repairing existing board insulation shall be commercially available, single component, atmospherically moisture cured, semi-rigid polyurethane foam in a spray can container, suitable for repair of urethane foam insulation.

Removal of portions of existing roof covering during any day shall not extend beyond the area to be reroofed that day. Insulation exposed by removal of existing roof covering shall be covered by new roofing or cutoffs the same day as removal.

Portions of insulation shall be removed to full depth at the locations where new wood nailers are to be placed. Removal of portions of insulation shall be to neat lines.

Damage to the roofing insulation or decking caused by the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Disposal.--Removed materials shall be disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site.

2.02 EARTHWORK FOR BUILDING WORK

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of performing earthwork for building work in accordance with the details shown on the plans and these special provisions.

Earthwork for building work shall consist of excavation and backfill. Excavation shall include excavation for footings, foundations, slabs, and trenches. Backfill shall include backfilling under slabs; backfilling under and around footings; backfilling for pipes and conduits; backfilling holes resulting from removal of existing facilities. In addition to excavation and backfill, earthwork for building work shall include any other earthwork, not mentioned, but necessary to complete the building work.

SITE CONDITIONS.--

Existing underground piping and conduit.--The location of existing underground piping and conduit is based on the best records available. Before beginning work, the Contractor shall accurately locate the piping and conduit involved in the work. If the location of the existing piping or conduit deviates from the location shown on the plans by more than 1.5 meters, or, if no elevations are indicated and the piping or conduit is more than 0.9 meter below grade, the cost of the additional excavation, backfill, piping or conduit, and removal and replacement of concrete, if any, will be paid for as an ordered change in accordance with the requirements specified in Section 3, "Changes in the Work," of the General Conditions.

PART 2.- PRODUCTS

BACKFILL MATERIALS.--

Structure backfill.--

Structure and trench backfill shall be free of organic and other deleterious material and shall be suitable for the required compaction. Gravel without sand matrix shall not be used except as free draining granular material beneath slabs and footings.

Select backfill.--

Select backfill shall conform to the requirements specified under "Aggregate Base," elsewhere in this Division 2.

Sand.--

Sand shall be clean, washed sand, free from clay or organic material graded such that 100 percent passes the 6 mm sieve, 90 percent to 100 percent passes the 4.75 mm sieve and not more than 5 percent passes the 75 μ m sieve size.

Crushed stone.--

Crushed stone shall be clean, washed, dry density of not less than 1522 kg/m³, crushed stone or crushed gravel with an angular particle size not less than 3 mm or more than 13 mm.

Sieve or Screen Size	Percentage Passing
13 mm	100
9.5 mm	85-100
4.75 mm	10-30
2.36 mm	0-3

Crushed stone shall conform to the following requirements:

Test	California Test No.	Test Requirement s
Durability Index	229	35 Min.

PART 3.- EXECUTION

PREPARATION & RESTORATION.--

Sawcutting.--Prior to excavation or trenching, existing surfacing shall be removed to saw cut lines, or to existing wood dividers or expansion joints, if any. The saw cut shall be to a neat line and have a depth not less than 25 mm.

Restoration.--Surfacing shall be replaced to match the thickness, grades and finish of the adjacent surrounding surfaces.

STRUCTURE EXCAVATION.--

General.--Unless otherwise noted, all excavation for building work shall be classified as structure excavation.

Footing excavation.--The bottom of excavations shall not be disturbed. The contractor shall excavate by hand to the final grade. The bottom of concrete footings shall be poured against undisturbed material. Unless otherwise noted, compaction of the bottom of footing excavation is not required unless the material is disturbed. The footing depths shown on the plans shall be changed to suit field conditions when directed by the Engineer. Solid rock at or near required depths shall not be disturbed. Unsuitable material shall be excavated down to firm bearing as directed by the Engineer. Work and materials required because of excavation in excess of the depths shown on the plans, when such excavation has been ordered by the Engineer, will be paid for as an ordered change in accordance with the requirements in Section 3, "Changes in the Work," of the General Conditions.

Excavate to the elevations and dimensions within a tolerance of ± 12 mm. Limits of the excavation shall allow for adequate working space for installing materials and as required for safety of personnel. Such working space excavation shall be replaced in kind and compacted at the Contractor's expense.

Overdepth excavation for footings shall be backfilled with concrete or such other material recommended by the Contractor and approved by the Engineer. Relative compaction shall be not less than 95 percent.

Excavation for pipes and conduits.--Pipes or conduits in the same trench shall have a minimum clear distance between pipes or conduits of 150 mm. Pipes or conduits shall have not less than 0.75 meter of cover from top of pipes or conduits to finished grade unless otherwise shown on the plans or specified.

Trenching shall be of sufficient depth to permit placing a minimum depth of 100 mm of compacted sand under all pipes and conduits.

Dewatering.--Excavations shall be kept clear of standing water. Water shall be removed by pumping if necessary. Water removed from excavation shall be carried away from the building site and disposed of in a manner that will not harm State or adjacent property.

STRUCTURE BACKFILLING.--

General.--Unless otherwise noted, all backfill for building work shall be classified as structure backfill. Backfill shall be placed and compacted in horizontal layers, not more than 150 mm thick prior to compaction, and to the lines and grades shown on the plans or to original ground.

Structure backfill.--After structures are in place and forms are removed, wood and other debris shall be removed from excavations before placing structure backfill.

Backfilling pipes and conduits.--Backfill placed under pipe and conduits shall be compacted sand, 100 mm minimum depth. Backfill material placed to a level 150 mm above tops of pipes and conduits shall be sand or fine earth and particles shall not exceed 13 mm in greatest dimension. For wrapped, coated, or plastic pipe or conduits, sand shall be used for backfill. Backfill material placed higher than 150 mm above tops of pipes or conduits shall consist of material free of stones or lumps exceeding 100 mm in greatest dimension except:

- (a) The top 300 mm of backfill under roads, walks or paving shall consist of aggregate base material.
- (b) The top 150 mm of backfill in planted areas shall consist of topsoil.

Unless otherwise shown on the plans, pipe under roads, with less than 0.75 m of cover over the top of pipe, shall be backfilled with concrete to a level 100 mm above the top of pipe. Concrete for backfill shall be commercial quality concrete containing not less than 350 kg/m³ of cement.

COMPACTION.--

General.--Relative compaction shall be determined in accordance with California Test 216 or 231.

Unless otherwise noted below, all backfill shall be compacted to a minimum relative compaction of 90 percent.

Unless approved in writing by the Engineer, compaction by jetting or ponding will not be permitted.

Compact original ground.--Original ground surface under fill with surfacing of concrete and asphalt concrete shall be compacted to a relative compaction of not less than 95 percent for a minimum depth of 150 mm.

Subgrade preparation.--Preparation of subgrade material for placing aggregate base, surfacing, or slabs thereon shall include fine grading, compaction, reworking as necessary. The upper 150 mm of the subgrade shall have the same compaction as the fill to be placed over it.

The prism of backfill directly underneath the building foundation and sloping downward at 1:1 shall be compacted to 95 percent.

Structure backfill.--Structure backfill shall be compacted to not less than 95 percent relative compaction.

Select backfill.--Select backfill shall be compacted to not less than 95 percent relative compaction.

A relative compaction of not less than 95 percent shall be obtained for a minimum depth of 150 mm below the bottom of the excavation before placing select backfill.

Trench backfill.--Trench backfill placed beneath slabs or paved areas shall be compacted to a relative compaction of not less than 95 percent.

DISPOSAL.--

Surplus material.--Surplus material from the excavation shall be disposed of away from the premises.

FIELD QUALITY CONTROL.--

Inspection.--When the excavation is substantially completed to grade, the Contractor shall notify the Engineer. No concrete shall be placed until the foundation excavation has been approved by the Engineer.

Testing.--The State will conduct compaction tests during the backfilling and compacting operations.

2.03 FREE DRAINING GRANULAR MATERIAL

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and placing free draining granular material beneath slabs in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS

Free draining granular material.--

Free draining granular material shall be clean, hard, durable, free-draining rock. The material gradation shall be such that all passes the 25 mm screen, and not more than 10 percent passes the 4.75 mm sieve as determined by California Test 202. Granular material shall be free from organic material, clay balls or other deleterious substances.

PART 3.- EXECUTION.--

SPREADING AND CONSOLIDATING.--

General.--Free draining granular material shall be placed, spread and consolidated by tamping or vibrating.

2.04 AGGREGATE BASE

PART 1.-GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing, spreading and compacting aggregate base in accordance with the details shown on the plans and these special provisions.

PART 2.-PRODUCTS

Aggregate base.--

Aggregate base shall be commercial quality aggregates consisting of broken stone; crushed gravel; natural, clean, rough-surfaced gravel and sand; or a combination thereof.

Aggregate base shall conform to the following grading as determined by California Test 202:

Sieve or Screen Size	Percentage Passing
25 mm	100
19 mm	90 - 100
4.75 mm	35 - 60
600 µm	10 - 30
75 µm	2 - 9

Aggregate base shall also conform to the following quality requirements:

Tests	California Test No.	Test Requirements
Durability Index	229	35 Min.
Resistance (R-Value)	301	78 Min.
Sand Equivalent	217	22 Min.

PART 3.-EXECUTION

SPREADING AND COMPACTING.--

Spreading.--Aggregate base shall be placed and compacted to the lines and grades shown on the plans.

Spreading and compacting shall be performed by methods that will produce a uniform base, free from pockets of coarse or fine material.

Compaction.--Relative compaction of each layer of compacted base material shall be not less than 95 percent, as determined by California Test 216 or 231.

2.05 ASPHALT CONCRETE (MINOR)

PART 1.- GENERAL

Scope.--This work shall consist of furnishing and placing asphalt concrete, and applying a paint binder, in accordance with the details shown on the plans and these special provisions.

Areas to be surfaced with asphalt concrete shall be as shown on the plans, and/or where existing bituminous surfacing has been removed to facilitate the required work.

PART 2.- PRODUCTS

Asphalt concrete.--

Asphalt concrete shall be commercial quality, 13 mm maximum grading, produced at a central mixing plant.

PART 3.- EXECUTION

Mixing.--The aggregate and asphalt binder for asphalt concrete shall be heated and mixed thoroughly.

Placement.--A paint binder of asphaltic emulsion or paving asphalt shall be applied to all existing surfacing upon which asphalt concrete is to be placed, vertical surfaces against which asphalt concrete material is to be placed, and other surfaces designated by the Engineer.

Asphalt concrete shall be spread by methods that will produce an asphalt concrete surfacing of uniform smoothness and texture, and shall be thoroughly compacted by hand rollers, impactors or other methods approved by the Engineer.

2.06 SLURRY SEAL

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of providing and applying asphalt slurry seal coat including cleaning and sealing of cracks in accordance with the details shown on the plans and these special provisions.

REFERENCES.--

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 131 (1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C 136 (1996; Rev. A) Sieve Analysis of Fine and Coarse Aggregates

ASTM D 140 (2000) Sampling Bituminous Materials

ASTM D 242 (1995) Mineral Filler for Bituminous Paving Mixtures

ASTM D 244 (2000) Emulsified Asphalts

ASTM D 977 (1998) Emulsified Asphalt

ASTM D 1073 (1999) Fine Aggregate for Bituminous Paving Mixtures

ASTM D 1250 (1980; R 1997) Petroleum Measurement Tables

ASTM D 2172 (1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

ASTM D 2397 (1998) Cationic Emulsified Asphalt

ASTM D 2419 (1995) Sand Equivalent Value of Soils and Fine Aggregate

ASTM D 3910 (1998) Design, Testing, and Construction of Slurry Seal

FEDERAL SPECIFICATIONS (FS)

FS SS-S-1401 (1984) Sealant, Joint, Non-Jet-Fuel-Resistant, Hot-Applied, for Portland Cement and Asphalt Concrete Pavements

INTERNATIONAL SLURRY SURFACING ASSOCIATION (ISSA)
ISSA TB-101 (1975) Sampling of the Slurry Mix for Extraction Tests
ISSA TB-102 (1990) Mixing, Setting and Water Resistance Test to Identify "Quick-Set" Emulsified Seal Mixes
ISSA TB-114 (1990) Wet Stripping Test for Cured Slurry Seal Mixes
ISSA TB-115 (1990) Determination of Slurry System Compatibility

SUBMITTALS.--

The Contractor shall submit the following for approval to the Engineer:

Product Data.--Crack sealant, Additives

Design Data.--Slurry seal job mix formula

STORAGE AND PROTECTION.--

Materials delivered to the site shall be inspected for contamination and damage, unloaded, and stored with a minimum of handling. Aggregates and mineral fillers shall be stockpiled to prevent segregation, contamination, or accumulation of excess moisture. Emulsion shall be stored preventing freezing, entrance of water, or breaking of the emulsion. Materials that are determined by the Engineer to be contaminated, segregated, or damaged, or which fail to meet specification requirements shall be removed from the job site and replaced at no additional cost to the Department.

BARRICADES AND SIGNALS.--

The Contractor shall provide and maintain temporary signs, traffic control devices, signals, lighting devices, markings, barricades, and channelizing and hand signaling devices to protect personnel and new construction from damage by equipment and vehicles during slurry seal placement, and until the slurry sealed surface is approved by the Engineer.

CONSTRUCTION EQUIPMENT.--

General.—The Contractor shall maintain equipment, tools, and machines in satisfactory working order. Discontinue use of equipment which fails to produce satisfactory work or when metering devices do not work properly.

Slurry Seal Mixing and Spreading Equipment.—Mixing and spreading equipment shall conform to ASTM Designation D 3910. Equipment shall be specifically designed for slurry seal use. After a day's operation, thoroughly clean the slurry application equipment before storing for the night. When additives are used, slurry seal equipment shall be provided with accurate metering devices for the addition of additives. Calibrate equipment in the presence of the Engineer prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided documentation is less than one year old. Documentation shall include individual calibration of each material at various settings, which can be related to the machine's metering equipment.

Rollers.—Smooth pneumatic-tired, minimum 7-wheeled, with a minimum weight of 907 kg per wheel. Inflate tires to 345 kPa, plus or minus 25 kPa 50, and space tires on one axle to cover the gap between tires on the other axle. Rollers shall operate forward and backward without turning and shall not loosen the surface being rolled. Provide rollers with water tanks and sprinkling equipment to keep the wheels damp and prevent adherence of the slurry seal to the wheels.

Traffic Paint Removal Equipment.—Equipment shall be designed for traffic paint removal using abrasive blades or wheels. High-pressure water, minimum 55 MPa may be used when approved.

Cleaning and Auxiliary Equipment.—Equipment shall conform to ASTM Designation: D 3910.

Crack Sealing Equipment.—Equipment shall be truck or trailer mounted pressure applicators for dispensing hot or cold applied sealing materials. Equip with nozzles of size and shape needed to convey the sealing materials into the crack opening.

QUALITY ASSURANCE.--

Slurry Seal Job Mix Formula.—Submit to indicate compliance with paragraph entitled "Slurry Seal." Information shall include emulsified asphalt type and quantity; water content; aggregate type and quantity, specific gravity, absorption, and unit weight; mineral filler type and quantity; gradation and sand equivalent of the blended aggregate and mineral filler; and additives, type, and quantity.

PART 2 PRODUCTS

Slurry Seal.—Slurry seal shall be ASTM D 3910 Contractor furnished laboratory mix design, except as modified herein. A "quick-set" slurry seal may be provided at the Contractor's option. Slurry seal shall not pick up on the abrasion head during wet track abrasion loss test, shall not segregate during or after application to the pavement, and shall provide the following properties:

Test Method Requirements:

Test	Description	Specification
ISSA TB-106 ASTM D 3910	Slurry Seal Consistency	25mm
ISSA TB-139	Wet Cohesion 30 Minutes Minimum (Set) Wet Cohesion 60 Minutes Minimum	12 kg-cm Minimum 20 kg-cm Minimum
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	538 g/m ²
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-115		
ISSA TB-100	Wet-Track Abrasion Loss, One-hour Soak	807 g/m ²
ISSA TB-113	Mix Time	Controllable to 180 Seconds Minimum
ISSA TB-102	Quick-Set Emulsions	Pass (Using job aggregate)
ASTM 3910	Set Time Quick Set Time Cure Time	12 Hours Maximum 1 Hour 24 Hours Maximum

Note 1: Mixing tests shall pass at the maximum expected air temperature.

Component Materials	Limits
Residual Asphalt ASTM D 2172	Type II 7.5-13-5% (Based on dry weight aggregate)
Mineral Filler	0.5-2.0% (Based on dry weight aggregate)
Additives	As needed
Water	As needed to achieve proper mix consistency (Total mix liquids should not exceed the loose aggregate voids. ISSA T106 should be used to check optimum liquids.)

Application Rate.—Apply slurry seal at the rate of 5.42 to 8.14 kg/m² for Type II aggregate and mineral filler gradations.

Emulsified Asphalt.—Emulsified asphalt shall conform to ASTM D 977, anionic Type SS-1h or ASTM D 2397, cationic Type CSS-1h. "Quick-Set" asphalts shall also conform to ISSA TB-102, except the cement mixing test shall not be used. Select asphalt that best performs with the aggregate to be used on the job.

Aggregate and Mineral Filler.—Blended aggregate and mineral filler shall provide a minimum ASTM D 2419 sand equivalent of 45 for anionic emulsions and 60 for cationic and "quick-set" emulsions. Blended aggregate and mineral filler shall be smoothly graded and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve.

Sieve Size	Type I Percent Passing	Type II Percent Passing	Type III Percent Passing
3/8 (9.5mm)	100	100	100
#4 (4.75mm)	100	90-100	70-90
#8 (2.36mm)	90-100	65-90	45-70
#16 (1.18mm)	65-90	45-70	28-50
#30 (600um)	40-65	30-50	19-34
#50 (330um)	25-42	18-30	12-25
#100 (150um)	15-30	10-21	7-18
#200 (75um)	10-20	5-15	5-15

Aggregate.--Crushed stone, crushed gravel, or crushed slag, free from dust, dirt, clay, organic matter, and other deleterious matter. Aggregate shall have maximum ASTM C 131, Grading D, percentage of wear of 35percent. Particle shape of crushed aggregate shall be essentially cubical with a maximum of 20 percent by weight of flat and elongated particles on any sieve size. Crushed gravel retained on 9.5 mm sieve and 4.75 mm sieve shall contain a minimum of 75 percent by weight of crushed pieces having a minimum of two fractured faces, with the area of each fractured face equal to a minimum of 75 percent of the smallest mid sectional area of the piece. Crushed gravel retained on the 600 micrometers sieve shall contain a minimum of 90 percent by weight of crushed pieces having a minimum of two fractured faces. Aggregate shall comply with: ASTM C 131 percentage of wear, ASTM C 128 specific gravity and absorption, ASTM C 29/C 29M unit weight, ASTM C 295 petrographic examination.

Mineral Filler.--ASTM D 242 consisting of ASTM C 207 hydrated lime, ASTM C 150 Type I or II portland cement, ASTM C 618 fly ash or limestone dust.

Water.--Potable, with a maximum sulfate content of 1000 parts per million (p/m).

Additives.--Chemical additives for acceleration or retardation of the slurry break-set or for improvement of the resulting finished surface may be provided. Quantity of additives shall be predetermined by the mix design, with field adjustments approved by the Engineer.

Crack Sealant.--FS SS-S-1401 or a mixture of slurry seal aggregate passing the 2.36 mm No. 8 sieve, slurry seal emulsified asphalt at 20 percent by dry weight of aggregate, and sufficient water to allow the mixture to flow into the crack.

PART 3.- EXECUTION

SURFACE PREPARATION.--

General.--Immediately prior to slurry seal application, Contractor shall clean surface of loose material, dirt, vegetation, paint, rubber deposits, oil, grease, and other objectionable material. When approved, high-pressure water may be used for the removal of traffic paint and for cleaning surface. Remove water puddles by sweeping. Obtain surface preparation approval prior to slurry seal application.

Crack Preparation.--Prior to surface cleaning, clean seal cracks 6 mm wide and larger.

Cleaning.--Clean and blow out cracks using compressed air. Cracks shall be free of water at the time of the slurry application.

Sealing.--Fill cracks 6 mm wide and larger with crack sealant flush to the surface; remove excess crack sealant from pavement surface. Permit crack sealant to cure prior to surface cleaning.

Oil Removal.--Remove surface oil and grease by scrubbing with an approved detergent and water. Flush surface free of detergent with high pressure water.

Protective Coverings.--Prior to slurry sealing, apply protective coverings over utility covers, ground mounted light fixtures including bases, curbs, and gutters. After slurry sealing, remove protective coverings.

Wetting Pavement Surface.--Immediately prior to application of the slurry seal, the surface of the pavement and all crack faces shall be moistened with a fog spray of water from the spray bar on the slurry seal machine. No free water shall be on the surface of the pavement following the fog spray. The rate of application of the fog spray shall be adjusted during the day to suit pavement temperatures, surface texture, humidity, and dryness of the pavement surface.

SLURRY SEAL APPLICATION.--

General.--Application procedures shall conform with ASTM D 3910 except as specified otherwise. Mix and apply slurry seal with approved equipment. Job mix shall be same as laboratory mix design. Maintain sufficient slurry seal in spreader to ensure complete pavement coverage. When applied to pavement, slurry seal shall show no signs of lumping, balling, unmixed aggregate, excessive emulsion breaking, segregation of emulsion and aggregate fines from coarse aggregate, or coarse aggregate settling to bottom of mix. Slurry seal which exhibits one or more of the above characteristics shall be considered defective, shall be removed from the site, and a new slurry seal provided. Maximum mixing time shall be 2 minutes. Opening to traffic prior to receiving test results does not constitute acceptance of work.

Fog Spray.--Immediately preceding the spreader, dampen the pavement surface with a fog spray of water applied at a rate such that the entire surface is damp with no apparent flowing water in front of the slurry box. 0.03 to 0.05 gallon per square yard. Do not permit free water to remain on pavement or to be pushed in front of spreader box.

Weather Limitations.--Apply slurry seal when existing pavement is clean and free of visible moisture, pavement is above 10 degrees C , and minimum ambient temperature is 10 degrees C and rising. Measure pavement temperature by filling a crack or small drill hole in the pavement with water, allowing water to stand for 15 minutes, then inserting a thermometer into the water and reading the temperature. Do not apply ASTM D 977 anionic type slurry seal if rain is forecasted for the next 8 hours, or if ambient temperatures below 2 degrees C are forecasted for the next 72 hours. Do not apply ASTM D 2397 cationic or ISSA TB-102 "quick-set" type slurry seal if rain is forecasted for the next 4 hours, or if ambient temperatures below 2 degrees C are forecasted for the next 24 hours.

Joints.--No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. Excessive overlaps shall not be permitted on longitudinal joints. Provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, place longitudinal joints on lane lines. Use half passes and odd width passes only in minimum amounts and not as the last pass of a paved area.

Hand Work.--Use hand squeegees to apply slurry seal to areas not accessible to the slurry seal machine. Fog spray area prior to slurry seal application.

Finishing.--Finished pavement shall not have streaks, excessive buildup on joints, or unsightly appearance from hand work.

Rolling.--When slurry seal has set sufficiently to prevent material pickup, roll surface with a minimum of two passes of a pneumatic-tired roller until ridges have been smoothed out and a uniform smooth surface is obtained.

Curing.--After rolling, cure slurry sealed areas for a minimum of 24 hours. Provide longer curing periods when weather conditions, such as low temperatures or high relative humidity, prevent proper slurry seal curing.

Sweeping.--After curing, sweep pavements before opening to traffic. Do not use wire brooms.

2.07 GUARD POSTS

PART 1.- GENERAL

Scope.--This work shall consist of constructing guard posts in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS

Steel posts.--

Steel posts for guard posts shall be standard weight, galvanized steel pipe conforming to the details shown on the plans.

Concrete.--

Concrete for guard posts shall be commercial quality concrete, proportioned to provide a workable mix suitable for the intended use, with not less than 300 kilograms of cement per cubic meter.

PART 3.- EXECUTION

Installation.--The length and diameter of the guard posts shall conform to the details shown on the plans.

Guard posts shall be placed in holes excavated to the depth and cross section shown on the plans, and shall be installed plumb.

Guard posts shall be backfilled with concrete as shown on the plans.

Paint with one coat of primer and two coats of acrylic, exterior enamel, semi-gloss, safety yellow.

DIVISION 3. CONCRETE AND REINFORCEMENT

3.01 CAST-IN-PLACE CONCRETE

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of constructing cast-in-place concrete facilities in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--

Product data.--Manufacturer's descriptive data for admixtures and mix design shall be submitted for approval. Descriptive data shall be delivered to the Engineer at the jobsite.

QUALITY ASSURANCE.--

Certificates of Compliance.--Certificates of Compliance shall be furnished for cement, reinforcement and admixtures in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

PART 2.- PRODUCTS

CONCRETE MIXES.--

Concrete (structural work).--

Commercial quality concrete shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 350 kg/m³ of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533. Structural work shall include footings, walls, and wall extensions.

Vehicle Lift Footing.--Normal weight concrete for vehicle lift foundation shall produce a compressive strength (28 Days) of 27.6 MPa.

Concrete (minor work).--

Commercial quality concrete for concrete curbs, sidewalks, and driveways shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 300 kg/m³ of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533.

The air content of the freshly mixed concrete shall be $6 \pm 1 \frac{1}{2}$ percent, as determined by California Test 504.

CONCRETE MATERIALS.--**Cement.--**

Cement shall conform to ASTM Designation: C 150, Types II, or III portland cement; or Type IP (MS) Modified cement. Type IP (MS) Modified shall conform to ASTM Designation: C 595 and shall be comprised of an intimate mixture of Type II Modified cement and not more than 20 percent of a pozzolanic material.

Aggregates.--

Aggregates shall be free from deleterious coatings, clay balls and other extraneous materials.

Admixtures.--

Admixtures used in portland cement concrete shall be included on the Department's current list of approved admixtures, and shall conform to ASTM Designation: C 494, Types A, B, D, F or G for chemical admixtures; ASTM Designation: C 260 for air-entraining admixtures; and ASTM Designation: C 618 for mineral admixtures, except loss on ignition shall not exceed 4 percent. Properties of admixtures shall be uniform in each lot.

FORM MATERIALS.--**Forms for exposed finish concrete.--**

Forms for exposed surfaces shall be plywood, metal or other panel type materials. Plywood shall be not less than 16 mm thick and without scars, dents, and delaminations. Forms shall be furnished in largest practical pieces to minimize number of joints.

Plywood shall conform to the requirements of U. S. Product Standard PS-1 for Exterior B-B (Concrete Form) Class I.

Forms for edges of slabs shall be nominal 50 mm solid stock lumber, plywood, or metal forms.

Form ties.--

Form ties shall be factory fabricated, removable or snapoff metal ties for use as necessary to prevent spreading of forms during concrete placement.

Form oil.--

Form oil shall be commercial quality form oil which will permit the ready release of the forms and will not discolor the concrete.

REINFORCING MATERIALS.--**Bar reinforcement.--**

Bar reinforcement shall conform to ASTM Designation: A 615/A 615M, Grade 60 [420], or ASTM Designation: A 706/A 706M.

Bar supports.--

Bar supports for reinforcement shall be precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads.

RELATED MATERIALS.--

Anchor bolts, nuts, and washers.--

Nonheaded anchor bolts shall conform to ASTM Designation: A 36/A 36M, with a minimum hook length of 6.2 diameters.

Headed anchor bolts shall conform to ASTM Designation: A 307.

Threaded rods shall conform to ASTM Designation: A 572.

Nuts shall conform to ASTM Designation: A 563M, Grade A.

Washers for anchor bolts shall be commercial quality.

Exposed anchor bolts, nuts, and washers shall be hot dipped galvanized.

Bond breaker.--

Bond breaker shall be Type I asphalt saturated organic felt or such other material approved by the Engineer.

Control joints.--

Control joints shall be commercial quality, preformed, T-shaped plastic strips with detachable top flange. Saw cutting shall be permitted as approved by the Engineer.

Keyed construction joint forms.--

Keyed construction joint forms shall be commercial quality, galvanized metal or plastic, factory fabricated construction joint forms. Forms shall produce a rabbeted key type joint.

Divider and edger strips.--

Divider and edger strips shall be foundation grade redwood.

Mortar.--

Mortar shall consist of one part cement to 2 parts clean sand and only enough water to permit placing and packing.

Curing compound.--

Curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements of ASTM Designation: C 309, Type 1-D, Class A.

ADMIXTURES.--

General.--Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option to conserve cement or to facilitate any construction operation.

Calcium chloride shall not be used in any concrete.

Admixtures shall be combined with concrete materials by methods that produce uniform properties throughout the concrete.

If more than one admixture is used, said admixtures shall be compatible with each other so that the desirable effects of all admixtures will be realized.

Mineral admixtures may be used to replace up to 15 percent of Type II portland cement provided the weight of mineral admixture used is not less than the weight of cement replaced. Mineral admixtures shall not be used to replace Type IP (MS) Modified or Type III cements. Chemical admixtures may be used to reduce up to 5 percent of the portland cement except that the cement content shall not be less than 300 kg/m³. When both chemical and mineral admixtures are used with Type II cement, the weight of cement replaced by mineral admixture may be considered as cement in determining the resulting cement content.

Mineral admixtures will be required in the manufacture of concrete containing aggregates that are determined to be "deleterious" or "potentially deleterious" when tested in accordance with ASTM Designation: C 289. The use of mineral admixture in such concrete shall conform to the requirements in this section except that the use of set retarding admixtures will not be permitted.

When the use of a chemical admixture is specified or is ordered by the Engineer, the admixture shall be used at the rate specified or ordered. If no rate is specified or ordered, or if the Contractor uses a chemical admixture for his own convenience, the admixture shall be used at the dosage normally recommended by the admixture manufacturer.

When air-entrainment is specified or is ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce concrete having the specified or ordered air content as determined by California Test 504. If the Contractor uses air-entrainment for his own convenience, the average air content shall not exceed 4 percent and no single test shall exceed 5 1/2 percent.

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers shall have sufficient capacity to measure at one time the total quantity required for each batch. If more than one liquid admixture is used in the concrete, a separate measuring unit shall be provided for each liquid admixture and dispensing shall be such that the admixtures are not mixed at high concentrations. When air-entraining admixtures are used with other liquid admixtures, the air-entraining admixtures shall be the first to be incorporated into the mix. Unless liquid admixtures are added to premeasured water for the batch, they shall be discharged to flow into the stream of water so that the admixtures are well dispersed throughout the batch.

BAR REINFORCING STEEL.--

Bending.--Reinforcing steel bars shall accurately conform to the dimensions shown on the plans.

Bars shall be bent or straightened in a manner that will not crack or break the material. Bars with kinks or improper bends shall not be used.

Hooks, bends and splices shall conform to the provisions of the Building Code Requirements for Reinforced Concrete of the American Concrete Institute.

MIXING AND TRANSPORTING CONCRETE.--

General.--When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be complete within 1 1/2 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of cement to the aggregates.

Truck mixers or agitator shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified. The counters shall be of the continuous-registering type, which accurately register the number of revolutions and shall be mounted on the truck so that the Engineer may safely and conveniently inspect them from alongside the truck. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, a time less than 1 1/2 hours may be required.

When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be complete within one hour after the introduction of cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete for the work shall be accompanied by a trip ticket, a copy of which shall be delivered to the Engineer at the jobsite. The trip ticket shall show volume of concrete, weight of cement and aggregates, quantity of each admixture, quantity of water including water added at the jobsite, time of day the concrete is batched, and revolution counter readings on transit mix trucks at the times the truck is charged and unloaded.

PART 3.- EXECUTION

PREPARATION.--

Existing concrete construction.--Where fresh concrete joins existing or previously placed concrete or masonry, the contact surfaces of the existing or previously placed material shall be roughened, cleaned, flushed with water and allowed to dry to a surface dry condition immediately prior to placing the fresh concrete. The roughened surface shall be no smoother than a wood trowelled surface. Cleaning of the contact surfaces shall remove laitance, curing compounds, debris, dirt and such other substances or materials which would prevent bonding of the fresh concrete.

Abrasive blast methods shall be used to clean horizontal construction joints to the extent that clean aggregate is exposed.

Exposed reinforcing steel located at the contact surfaces which is to be encased in the fresh concrete shall be cleaned to remove any substance or material that would prevent bonding of the fresh concrete.

Forms.--Forms shall be mortar tight, true to the dimensions, lines, and grades shown on the plans, securely fastened and supported, and of adequate rigidity to prevent distortion during placing of concrete.

Forms for exposed surfaces shall be constructed with triangular fillets not less than 19 mm x 19 mm attached so as to prevent mortar runs and to produce smooth straight chamfers at all sharp edges of the concrete.

Form fasteners shall be removable without chipping, spalling, heating or otherwise damaging the concrete surface. Form ties shall be removed to a depth of at least 25 mm below the surface of the concrete.

The inside surfaces of forms shall be cleaned of all dirt, mortar and foreign material. Forms shall be thoroughly coated with form oil prior to use.

Forms shall not be stripped until at least 40 hours after placing concrete, except soffit forms and supports shall not be released or removed until at least 10 days after placing concrete.

Anchorage and embedded items shall be placed and rigidly secured at their planned locations prior to placing concrete.

Placing reinforcing steel.--Reinforcing steel bars shall be accurately placed to the dimensions shown on the plans.

Bar reinforcement conforming to ASTM Designation: A 615/A 615M, Grade 60 [420], or A 706//A 706M shall be lapped at least 45 diameters.

Bars shall be firmly and securely held in position by means of wiring and approved bar supports. The spacing of supports and ties shall prevent displacement of the reinforcing or crushing of supports.

Tie wire shall be clear of concrete formwork and concrete surfaces.

All reinforcing steel shall be in place and inspected before concrete placement begins. Placing of bars on fresh layers of concrete will not be permitted.

PLACING CONCRETE.--

General.--Concrete shall be placed and consolidated by means of internal vibrators to form dense, homogeneous concrete free of voids and rock pockets.

Forms and subgrade shall be thoroughly moistened with water immediately before placing concrete.

Concrete shall be placed as nearly as possible to its final location and the use of vibrators for extensive shifting of the concrete will not be permitted.

Concrete shall be deposited and consolidated in a continuous operation within limits of construction joints, until the placing of the panel or section is completed.

When concrete is to be placed in large areas requiring more than two pours, concrete shall be placed in alternate long strips between construction joints and the final slab infilled.

FINISHING CONCRETE SURFACES.--

Finishing unformed surfaces.--Slabs shall be placed full thickness to finish elevation and leveled to screeds by use of long straightedges. The screeds shall be set to grade at approximately 1.8 meter centers. After leveling, screeds shall be removed and the surface shall be floated with wooden floats.

Type A control joint strips shall be inserted into the floated concrete so that the bottom of the top flange is flush with the finish elevation. Strips shall be standard manufactured lengths and shall be placed on an approximate straight line. The top flange of the strips shall be removed after the concrete has set and cured.

The floated surface shall be trowelled with steel trowels. Troweling shall form a dense, smooth and true finish. Walkways, pedestrian ramps, stairs and outdoor slabs for pedestrian traffic shall be given a non-slip broom finish unless a different finish is called for on the plans or in these special provisions.

The application of cement dust coat will not be permitted.

Finished surfaces of floor slabs shall not deviate more than 3 mm from the lower edge of a 3-meter long straight edge.

Finishing formed surfaces.--Formed concrete surfaces shall be finished by filling holes or depressions in the surface, repairing all rock pockets, and removing fins. All surfaces of formed concrete exposed to view shall have stains and discolorations removed, unsightly bulges removed, and all areas which do not exhibit the required smooth, even surface of uniform texture and appearance shall be sanded with power sanders or other approved abrasive means until smooth, even surfaces of uniform texture and appearance are obtained.

Cement mortar, patching and finishing materials used to finish exposed surfaces of concrete shall closely match the color of surrounding surfaces.

CURING CONCRETE.--

General.--Freshly placed concrete shall be protected from premature drying and excessive cold or hot temperatures.

Initial curing of floor slabs shall start as soon as free water has disappeared from the concrete surface. The concrete shall be kept continuously wet by application of water for not less than 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or sand blankets may be used as a curing medium to retain the moisture during the curing period. Curing materials that will stain or discolor concrete shall not be used on surfaces exposed to view.

Prior to placing the curing medium, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.

Concrete surfaces, other than floor slabs, shall be kept moist for a period of at least 5 days by leaving the forms in place or by covering the exposed surfaces using moist rugs, cotton mats or other curing materials approved by the Engineer.

Concrete curbs, sidewalks, and aprons may be cured with a curing compound.

PROTECTING CONCRETE.--

General.--Concrete shall not be placed on frozen or frost covered surfaces.

Concrete shall be protected from damage due to rain, freezing or inclement weather, and shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall provide a written outline of his proposed methods of protecting concrete.

Vehicles, equipment, or concentrated loads weighing more than 140 kg individually and material stockpiles weighing more than 240 kg/m² will not be permitted on the concrete within 10 calendar days after placing.

3.02 DRILL AND BOND DOWELS

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of drilling holes in existing concrete and installing and bonding bar reinforcing steel dowels into such drilled holes in existing concrete in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS

Bonding material.--

The bonding material shall be magnesium phosphate concrete, either single component (water activated) or dual component (with a prepackaged liquid activator), as approved by the Engineer.

Dowels.--

Dowels shall be bar reinforcing steel, as specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcement," of these special provisions.

PART 3.- EXECUTION

INSTALLATION.--The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the holes. The diameter of drilled holes shall be 13 mm larger than the nominal diameter of the dowels unless otherwise shown on the plans.

Immediately prior to placing the dowels, the holes shall be cleaned of dust and other deleterious materials, and the holes shall be dry.

Sufficient bonding material shall be placed in the hole so that no voids remain after the dowels are inserted.

Dowels which fail to bond or are damaged before new concrete is placed shall be removed and replaced.

Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 21°C. The materials, prior to use, shall be stored in a cool, dry environment.

Mix water used with water activated material shall be free from oil and impurities and contain not more than 2000 parts per million as Cl nor more than 1500 parts per million of sulfate as SO₄.

The quantity of water for single component type or liquid activator for dual component type to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.

Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum, or copper metals.

The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of said dowels.

DIVISION 4. AND 5. (BLANK)

DIVISION 6. WOOD AND PLASTICS

6.01 ROUGH CARPENTRY

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing materials and performing rough carpentry work including wood framing, furring, and sheathing in accordance with the details shown on the plans and these special provisions.

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed.

SUBMITTALS.--

Product Data.--Manufacturer's material data and installation instructions shall be submitted for framing hardware and underlayments.

DELIVERY, HANDLING AND STORAGE.--

Delivery and storage.--Materials shall be kept under cover and dry. All materials shall be protected from exposure to weather and contact with damp or wet surfaces with blocking and stickers. All lumber, plywood and other panels shall be stacked in such a manner to provide air circulation within and around the stacks.

PART 2.- PRODUCTS

LUMBER.--

General.--Lumber shall be manufactured to comply with PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection.

Softwood lumber shall be quality grade stamped or shall be accompanied by a certificate of inspection. Inspection certificates or grade stamps shall indicate compliance with the grading requirements of WWPA, WCLIB, RIS, or other approved lumber inspection agencies.

All lumber used shall be nominal sized and dressed S4S unless otherwise specified in these special provisions.

Framing lumber shall be solid stock lumber, Douglas Fir-Larch, and the grades indicated under WCLIB or WWPA rules.

Miscellaneous lumber.--

Miscellaneous lumber for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members shall be not less than No. 2 or better.

Lumber in contact with concrete or masonry construction shall be pressure treated Douglas Fir-Larch.

PLYWOODPANELS.--

Structural plywood roof sheathing.--

Structure plywood roof sheathing shall be APA RATED SHEATHING, Exposure 1. Span rating, thickness and grade shall be as shown on the plans.

MISCELLANEOUS MATERIALS.--

Rough Carpentry Hardware.--

Nails, screws, bolts, nuts, washers shall be commercial quality. Exposed fasteners shall be hot-dipped galvanized or stainless steel.

Building paper.--

Building paper shall be kraft type waterproofing building paper, Type I (No. 15) asphalt saturated roofing felt or high density, bonded polyethylene fiber building paper.

Adhesive.--

Adhesive for plywood glue-nailed systems shall conform to APA Specification: AFG-01.

PART 3.- EXECUTION

INSTALLATION.--

Wood framing.--Wood framing shall be in accordance with Chapter 23 of the California Building Code.

Framing members shall be of sizes and spacing shown on the plans. Unless otherwise shown on the plans, structural members shall not be spliced between supports.

Wood framing shall be accurately cut and assembled to provide closely fitted members. Framing shall be erected true to the lines and grades shown on the plans and shall be rigidly secured in place as shown and as required by recognized standards. Bracing shall be placed wherever necessary to support all loads on the structure during erection.

The size and spacing of fasteners and the edge distance for nails shall be as shown on the plans.

DIVISION 7. THERMAL AND MOISTURE PROTECTION

7.01 BUILT-UP ROOFING

PART 1. GENERAL

Scope.--This work shall consist of installing a minimum 4-ply built-up roof covering system in accordance with the details shown on the plans and these special provisions for repair work.

Built-up roofing system shall have a cap sheet, and shall include all materials for constructing the roofing system.

SUBMITTALS.--Manufacturer's installation instructions and materials descriptive data for the built-up roof covering system shall be submitted for approval. Flash point temperature and finish blowing temperature for bitumen shall be indicated.

MATERIAL SAMPLES.--Materials shall be delivered to the project in labeled containers or wrappings sufficiently ahead of their use to allow sampling and testing by the State. Bitumens shall not be heated before sampling.

PERFORMANCE REQUIREMENTS.--Roof coverings shall consist of Class A or B fire retardant construction.

PART 2. MATERIALS

General.--Components shall be compatible and recommended by the manufacturer for their intended use.

Products or product containers shall be labeled to indicate compliance with ASTM specifications or shall be accompanied by Certificates of Compliance certifying that the materials comply with ASTM Designations or these special provisions. Certificates of Compliance shall be in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

Roofing materials shall conform to the rules for control of volatile organic emissions adopted by the air pollution control district that has jurisdiction.

PRODUCTS.--

Bitumen.--

Bitumen shall be roofing asphalt conforming to ASTM Designation: D 312, Type II for roof slopes less than 83.3 mm/m, Type III for roof slopes from 83 mm/m to 250 mm/m and Type IV for roof slopes more than 250 mm/m.

Red rosin sheet.--

Red rosin sheet shall be commercial quality rosin-sized paper suitable for use on wood decks under base ply sheets.

Base ply (for nailable decks).--

Base ply for nailable decks shall be heavy duty, glass fiber mat coated with weathering grade asphalt, 1.2 kg/m² minimum. Base ply shall be suitable for use between roof substrates and roofing felts and shall be FM approved and UL classified.

Roofing felt.--

Roofing felt shall be asphalt impregnated glass fiber felt conforming to ASTM Designation: D 2178, Type VI.

Base flashing shall be inorganic mat saturated and coated with weathering grade asphalt and surfaced with inert non-combustible granules, 3.5 kg/m² minimum.

Flashing felt strips.--

Flashing felt strips shall be asphalt impregnated glass fiber felt conforming to ASTM Designation: D 2178, Type VI.

Cap sheet.--

Cap sheet shall be glass fiber mat, 3.5 kg/m² minimum, conforming to ASTM Designation: D 3909. Mat shall be coated with a stabilized weathering grade asphalt and surfaced with opaque, inert non-combustible granules to provide a fire-rated, light reflective surface.

Roofing fasteners.--

Roofing fasteners shall be hot-dip galvanized, nominal 11-gage with 24mm minimum diameter head or nailed through nominal 24mm minimum diameter galvanized cap. Shanks shall be annular threaded for plywood decks or barbed for wood decks. Fastener length shall provide 19mm minimum penetration into wood nailers, plywood or wood decks, or penetrate through their thickness, whichever is less. Fasteners shall not penetrate exposed surfaces.

Plastic cement.--

Plastic cement shall conform to ASTM Designation: D 2822 or D 4586.

Cant strips.--

Cant strips shall be pressure treated Douglas fir or Hem-fir; or asphalt impregnated pressed wood or insulating board conforming to ASTM Designation: C 208. Sheet metal cants shall not be used. Wood preservative shall be waterborne type.

Wood nailers and curbs.--

Wood nailers and curbs shall be pressure treated Douglas fir or Hem-fir. Wood preservative shall be waterborne type.

Metal flashings, counterflashings, other sheet metal, solder and solder flux.--

Metal flashings, counterflashings, other sheet metal, solder and solder flux shall be as specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

PART 3. EXECUTION

GENERAL.--Built-up roofing materials shall be applied in accordance with the manufacturer's installation instructions and these special provisions.

PROTECTION OF PRODUCTS.--Roofing products that are wet or have been wet will be considered damaged. Damaged products shall not be used. Products shall not be stored directly on surfaces that may transmit moisture into the products.

Stored or stockpiled roll roofing shall be set on end and shall be protected from the elements. Felt rolls compressed into an oval cross section shall not be used. Felts damaged from exposure to sunlight and felts that are torn or cut shall not be used.

Emulsions shall be stored where temperatures are always above freezing.

SURFACE PREPARATION.--Surfaces to be covered shall be smooth, hard, and dry; and shall be free from high spots, depressions, frost or defects from frost, dust, loosened material and debris. Openings, holes or crevices shall be filled or covered before any roofing materials are applied.

WOOD NAILERS AND CURBS.--Wood nailers and curbs shall be installed at the locations shown on the plans.

Wood nailers and curbs shall be multiple thicknesses of solid stock lumber nailed together and attached to the deck with corrosion resistant fasteners.

CANTS.--Nominal 102 mm minimum sized cants shall be installed at all intersections of the roof deck and vertical walls or curbs, except as otherwise shown on the plans. Cants shall be tight fitting and shall be rigidly and securely attached to the decking or insulation.

When insulating board cants are installed, the faces of the cant contiguous with the deck shall be buttered with bituminous plastic cement and firmly set in a full bed of bituminous plastic cement.

ROOFING WORK PUMPING EQUIPMENT.--Pumping equipment located on the ground shall be at a safe distance from the buildings. The location shall be subject to the approval of the Engineer.

Operators shall be in attendance whenever pumping equipment is in use.

Pumping equipment to be set on roofs shall be subject to the approval of the Engineer regarding loading of structural elements and spillage. Pumping equipment shall not be set on building walkways or new roof coverings.

APPLICATION.--Built-up roofing shall be installed to provide a watertight, non-leaking roof covering.

Built-up roofing work and work of other trades shall be coordinated and scheduled to minimize interference and to eliminate traffic on the completed built-up roof.

Built-up roofing shall not be applied in wet weather or when ambient air temperature is below 32°C. All drainage fixtures shall be set at the proper level to permit free flow of water.

Roofing material shall not be applied to wet or damp surfaces. Moisture transfer to colored toilet tissue or Kleenex brought in contact with roof surfaces shall indicate that the surfaces are too wet to apply roofing material. Foaming of a pint of bitumen heated to 662 C. and applied to the deck surface shall indicate that the deck is not dry enough to roof. If the applied hot bitumen can be chipped clean from the deck after it cools, the deck is not dry enough for the roofing application.

Base plies shall be rolled out in strips and allowed to flatten before placing.

Roof covering application shall begin at far points on the deck and proceed towards the area where materials are hoisted to the deck.

All plies of roofing felts and cap sheets shall be laid in the same direction. The direction of laying felts shall not be changed in contiguous areas of the roof unless separated by a structural expansion joint, roof hip, ridge, valley, or an 204 mm high area divider extending across the entire roof.

Felts shall be coated with bitumen the same day they are placed. If the cap sheets are not applied the same day felts are applied, the surface of the roof covering shall be glaze coated with a solid mopping of bitumen in addition to the moppings specified.

Felts shall be squeegeed during construction to minimize voids, fish mouths or wrinkles and to firmly embed the felts into the hot bitumen. Voids, fish mouths or wrinkles built into a ply shall be cut, remopped, and repaired with at least one ply of reinforcing material and hot bitumen before applying the next ply.

Torn or damaged areas of the installed plies shall be covered with one additional ply of similar material set in a solid application of hot bitumen.

At the end of each day's work, temporary water cutoffs, consisting of 2 plies of roofing felt, solid mopped into place, shall be installed to protect the exposed insulation and roofing. Cutoffs shall be removed when work is resumed.

Bitumen shall be within 16°C of the equiviscous temperature at the point of application on the roof. Bitumen shall not be heated above the finished blowing temperature for extended periods of time. The temperature of bitumen shall be kept at least 16 C below its flash point temperature. Roofing operations shall be temporarily suspended during bad weather until more favorable weather conditions exist rather than deviate from these bitumen heating requirements.

Roofing plies at unwall free edges of roofing shall be enveloped by one ply of roofing felt extending under all plies of the roof covering and folded 204 mm back over the top of the plies. The envelope shall be solid mopped in place. The bottom ply of roofing may be used as an envelope ply when roofing plies are parallel to unwall free edges.

Bitumen shall be applied in a thin, continuous, uniform coating without skips or dry spots. Nowhere shall felt touch felt. Each application of bitumen shall be at a rate of not less than 1.2 kg/m².

Roofing plies shall be solid mopped to cants and extended up vertical walls or curbs, without mopping, for a height of 76 mm above cants. Roofing shall be solid mopped between plies.

FLASHINGS.--Flashings shall be installed as the roofing progresses to protect all existing and new facilities from damage resulting from rain, wind, and storms. Any damage resulting from rain, wind, or storms shall be corrected at the Contractor's expense. Flashings shall be placed over roofing felts before the cap sheet is placed, unless otherwise shown on the plans.

Concrete or masonry surfaces shall be primed before application of membrane flashings.

Membrane base flashing shall be one layer of flashing felt covered with one layer of base flashing, each firmly embedded in a solid mopping of hot bitumen without skips or dry spots and free of voids, fish mouths and wrinkles. The top edge of the base flashing shall be nailed at 202 mm maximum spacing. Nail heads shall be covered with flashing cement. The bottom edge of the base flashing shall be covered with a 101 mm wide strip of flashing felt set in a solid application of hot bitumen. Vertical splices of base flashing shall be lapped 76 mm nailed at 101 mm maximum spacing and covered with a 101 mm wide strip of flashing felt firmly embedded in plastic cement. Strippings at vertical joints and bottom edges shall be coated with plastic cement.

Membrane base flashings shall extend beneath metal counterflashing at least 101 mm above the bottom edge, unless otherwise shown on the plans. Membrane base flashing shall be run from the top of curb or from under metal flashings across the cant to at least 101 mm onto the deck, feathering each successive ply at least 76 mm further onto the deck.

Metal edgings and cap flashings shall be set in a solid bed of plastic cement and secured with fasteners of the same type metal as the flange. Deck flanges of such edgings and flashings shall be sealed using a minimum of 2 plies of flashing felt stripping feathered onto the deck at least 76 mm per ply and set in solid troweling of plastic cement. Stripping shall be coated with 6 mm thickness of plastic cement.

At vertical surfaces without metal flashings, the edge of the membrane flashing shall be sealed with a 152 mm wide by 6 mm thick coating of flashing cement reinforced with 152 mm wide mesh tape.

All sheet metal accessories, pipes, expansion joints, area dividers, and any penetrations in the roofing shall be flashed weathertight.

Plastic cement shall be troweled to the top of flashings at the end of each day's operations to close joints and prevent water from entering behind flashing until counterflashing is placed.

CAP SHEET.--All work relating to the roof construction or work requiring access to roof areas shall be complete and the roof covering shall be inspected by the Engineer before application of the mineral surfaced cap sheet.

Cap sheets shall be cut to lengths recommended by the manufacturer and allowed to flatten before placing. Cap sheets shall be laid with 50 mm side laps and 101 mm end laps into uniform solid moppings of hot bitumen. The bitumen application rate shall be not less than 1.2 kg/m².

TESTING.--Upon completion, the Engineer may at his option, take at least one 304 mm x 304 mm sample from each roof plane, not to exceed one sample per 93 m² of roof plane.

The Contractor at his expense shall patch sample test areas with the same roofing materials as used for the rest of the roof to insure watertightness. The test cut panel shall be put back in place and readhered, and additional plies, equal to the original specification, shall be applied over the panel location before proceeding to install surfacing materials.

If any sample does not comply with these special provisions or the manufacturer's requirements, the entire roof or roofs shall be considered unacceptable and shall be replaced at the Contractor's expense.

7.02 SEALANTS AND CAULKING

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and applying sealants and caulking which are required for this project, but not specified elsewhere, in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--

Product data.--Manufacturer's descriptive data and installation instructions for all sealants shall be submitted for approval.

Samples.--Color samples of all sealants shall be submitted for approval. Unless otherwise shown on the plans, colors will be selected by the Engineer from the manufacturer's standard colors.

PART 2.- PRODUCTS

MATERIALS.--

General.--All sealants, primers and accessories shall be non-staining to adjacent exposed surfaces. Products having similar applications and usage shall be of the same type and same manufacturer. Gun consistency compound shall be used unless otherwise required by the job conditions.

Acrylic sealant.--

Acrylic sealant shall be one compound, solvent release acrylic sealant.

Butyl sealant.--

Butyl sealant shall be one component, skinning type.

Silicone sealant.--

Silicone sealant shall be one component, low modulus building sealant. Sealant shall be tack-free in one hour, shall not sag or flow, shall be ozone resistant and capable of 100 percent extension without failure.

Joint sealant.--

Joint sealant shall be a two-part, non sag polysulfide base, synthetic rubber sealant formulated from liquid polysulfide polymer.

Backer rod.--

Backer rod shall be round, open or closed cell polyurethane. Backer rod shall be sized such that it must be compressed between 25 and 75 percent of its uncompressed diameter during installation in the joint.

Neoprene.--

Neoprene shall conform to the requirements of ASTM Designation: C 542.

PART 3.- EXECUTION

APPLICATION.--

General.--Unless otherwise shown on the plans, sealants shall be applied in accordance with the manufacturer's instructions.

Silicone sealants shall not be used in locations where painting is required.

Butyl sealants shall not be used in exterior applications, and acrylic sealants shall not be used in interior applications.

Sealants shall be applied in a continuous operation for the full length of the joint. Immediately following the application of the sealant, the sealant shall be tooled smooth using a tool similar to that used to produce concave masonry joints. Following tooling, the sealant shall remain undisturbed for not less than 48 hours.

7.03 SHEET METAL FLASHING

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of fabricating, furnishing and installing sheet metal flashing and trim in accordance with the details shown on the plans and these special provisions.

Sheet metal shall include base flashings, counterflashings, straps, gutters, downspouts, gravel stops, reglets, roof jacks, copings, conductor heads, scuppers, and screen type vents where indicated on the drawings.

Alternatives.--Premolded roof flashings may be used in lieu of sheet metal flashings where shown on the plans.

REFERENCES.--

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 653/A 653M (1998) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM B 32 (1996) Solder Metal

ASTM B 209M (1995) Aluminum and Aluminum-Alloy Sheet and Plate (Metric)

ASTM D 41 (1994) Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing

ASTM D 4586 (1993) Asphalt Roof Cement, Asbestos-Free

AMERICAN WELDING SOCIETY (AWS)

AWS D1.2 (1997) Structural Welding Code Aluminum

SHEET METAL & AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

SMACNA ASMM (1993) Architectural Sheet Metal Manual

PERFORMANCE REQUIREMENTS.--

General.--Contractor shall install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.

SUBMITTALS.--

QUALITY ASSURANCE.--

General.--Sheet metal work shall conform to the requirements in the latest edition of the (SMACNA) "Architectural Sheet Metal Manual." Contractor shall conform to the dimensions shown on the plans unless more stringent requirements are indicated.

DELIVERY, STORAGE, AND HANDLING.--

Package and protect materials during shipment. Uncrate and inspect materials for damage, dampness, and wet-storage stains upon delivery to the job site. Remove from the site and replace damaged materials that cannot be restored to like-new condition. Handle sheet metal items to avoid damage to surfaces, edges, and ends. Store materials in dry, weathertight, ventilated areas until immediately before installation.

COORDINATION.--

Coordinate installation of sheet metal flashing with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2.- PRODUCTS

SHEET METALS.--

Galvanized steel sheet.--

Galvanized steel sheet shall conform to ASTM Designation: A 653/A 653M, G90 (Z275), structural quality, not less than 0.71 mm (24-gage), unless otherwise indicated on the plans or within these specifications. Surfaces to be painted shall not have factory coatings on galvanizing that cannot be removed by paint thinner.

Sheet aluminum.--

Sheet aluminum shall be not less than 0.81 mm thick, unless otherwise indicated on the plans, mill finish, 3003-H14 alloy, conforming to ASTM Designation: B 209/B 209M.

Sheet lead.--

Sheet lead shall be not less than 1.6 mm thick, conforming to ASTM Designation: B 749, Type L51121, copper bearing.

MISCELLANEOUS MATERIALS.--

General.--Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing installation.

Fasteners.--

Unless otherwise shown on the plans or indicated within these specifications, fasteners shall include wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand intended loads. Fasteners shall be stainless-steel unless otherwise indicated on the plans or within these specifications.

Exposed Fasteners.--Heads shall match color of sheet metal by means of plastic caps or factory-applied coating.

Fasteners for Flashing and Trim.--Blind fasteners or self-drilling screws, gasketed, with hex washer head.

Blind Fasteners.-- High-strength aluminum or stainless-steel rivets.

Solder.--

Solder shall conform to ASTM Designation: B 32, Alloy Grade Sn50, 50 percent tin and 50 percent lead. Burning for lead shall be same composition as lead sheet.

Soldering flux.--

Soldering flux shall be acid type, conforming to Federal Specification: O-F-506C, Type I, Form A.

Lap joint sealant.--

Lap joint sealant for concealed locations shall be a non-drying butyl rubber conforming to ASTM C 1311, single component, solvent-release, polyisobutylene plasticised.

Asphalt roofing cement.--

Flashing cement shall be a bituminous plastic cement, asbestos free, conforming to ASTM Designation: D 4586, Type II.

Elastomeric Sealant.--

Elastomeric sealant for exposed locations shall be a silicone sealant conforming to ASTM Designation: C 920, of type, grade, class and use classification required to seal joints in sheet metal flashing watertight. Primer shall be as recommended by the sealant manufacturer.

Insect screen.--

Insect screen shall be industrial wire cloth and screen, medium grade, 18 mesh, 0.43 mm diameter, 1 mm openings, plain weave, galvanized steel conforming to ASTM Designation: E 437.

MANUFACTURED SHEET METAL FLASHING.--**Reglets.—**

Reglets shall be of type, material and profile as shown on the plans, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated. Manufacturers shall be Cheney Flashing Company, Inc.; Fry Reglet Corporation; Hickman, W.P. Company; or equal.

FABRICATIONS.--

General.--Sheet metal shall be assembled to the standards of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA). Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.

Sheet metal shall be formed to the sizes, shapes and dimensions shown on the plans or as specified herein with angles and lines straight, sharp and in true alignment. The number of joints shall be kept to a minimum.

Angle bends and folds for interlocking the metal shall be made with full regard for expansion and contraction to avoid buckling or fullness in the metal after it is installed.

Joints in sheet metal work shall be closed watertight unless slip joints are specifically required. Watertight joints shall be mechanically interlocked and then thoroughly soldered for metals other than aluminum. Watertight joints in aluminum or between aluminum and other metals shall be sealed with acrylic sealant.

Sheet metal joints to be soldered shall be cleaned with steel wool or other means, pre-tinned and soldered watertight.

All joints shall be wiped clean of flux after soldering. Acid flux shall be neutralized by washing the joints with sodium bicarbonate.

Flashings shall have a 45 degree drip return at bottom edges. Unless otherwise shown on the plans, counterflashing shall extend not less than 100 mm over roofing or other materials protected by the counterflashing and shall be arranged so that roofing or materials can be repaired without damage to the counterflashing. Where reglets are indicated, counterflashing shall be fastened by lead wedges or snap-in flashing.

LOW-SLOPE ROOF SHEET METAL FABRICATIONS.--

Downspouts.--Downspouts shall be fabricated from galvanized sheet steel, not less than 0.71 mm (24-gage). Size and shape shall be as shown on the plans.

Parapet scuppers.--Fabricate scuppers of dimensions and locations indicated on the drawings. Fabricate parapet scuppers of galvanized steel 0.71 mm (24-gage).

Conductor heads.--Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape indicated on the drawings, complete with outlet tubes. Fabricate conductor heads from galvanized steel 0.71 mm (24-gage).

Copings.--Fabricate in minimum 2400 mm long, but not exceeding 3 m long sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal and solder or weld watertight. Joint style shall be butt with 300 mm wide concealed backup plate. Fabricate copings from galvanized steel 1.0 mm thick.

Counterflashing.—Fabricate counterflashing at locations indicated on the plans with galvanized steel 0.55 mm thick.

Equipment support flashing.—Fabricate equipment support flashing with galvanized steel 0.71 mm (24 gage) thick.

PART 3.- EXECUTION

EXAMINATION.--Substrates to receive sheet metal shall be clean, smooth, sloped for drainage, free from defects, and securely anchored prior to installation of flashings.

INSTALLATION.--

General.--Anchor sheet metal flashing and trim and other components of the work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete a sheet metal flashing system. Torch cutting of sheet metal flashing and trim is not permitted.

Provide concealed fasteners where possible, set flashings true to line, and level. Install work with laps, joints and seams that will result in a permanent watertight assembly.

Joints in sheet metal work shall be closed watertight unless slip joints are specifically required. Watertight joints shall be mechanically interlocked and then thoroughly soldered for metals other than aluminum. Watertight joints in aluminum or between aluminum and other metals shall be sealed with acrylic sealant.

Protection.--Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with a bituminous coating or by other permanent separation as recommended by the fabricator or manufacturers of dissimilar metals. Aluminum surfaces to be in contact with concrete, mortar, or dissimilar metals shall be given a heavy coat of coal tar paint.

Expansion and Contraction.--Install expansion and contraction joints at maximum of 9750 mm intervals for aluminum and at not more than 12 meter intervals for other metals. Where the distance between the last expansion joint and the end of the continuous run is more than half the required interval, an additional joint shall be provided. Space joints evenly. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 25 mm deep, filled with elastomeric sealant concealed within joints.

Sealed joints.--Install (elastomeric) (butyl) sealant as required for watertight construction. Where sealant-filled joints are used, embed hooked flanges of joint members not less 25 mm into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 4 and 21 degrees C, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-joints at temperatures below 4 degrees C.

Soldered Joints.--Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 38 mm except where pre-tinned surface would show in finished work. Do not solder pre-painted or aluminum sheet. Pre-tinning is not required for lead. Where surfaces to be soldered are lead coated, do not tin edges, but wire brush lead coating before soldering. All joints shall be wiped clean of flux after soldering. Acid flux shall be neutralized by washing the joints with sodium bicarbonate.

Counterflashing.--Unless otherwise shown on the plans, counterflashing shall extend not less than 100 mm over roofing or other materials protected by the counterflashing and shall be arranged so that roofing or materials can be repaired without damage to the counterflashing. Where reglets are indicated, counterflashing shall be fastened by lead wedges or snap-in flashing.

Downspouts.--Downspouts shall be installed as shown on the plans, secured to the wall with straps near top, bottom and at intermediate points not more than 2.4 meters apart. Straps shall extend 50 mm out on wall and be secured with suitable anchors.

Unless otherwise shown on the plans, the lower end of downspout shall terminate with mitered 45 degree elbow.

CLEANING AND PROTECTION.—

Clean and neutralize flux materials. Clean off excess solder and sealants. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

7.04 THROUGH-PENETRATION FIRESTOPPING

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing firestopping materials at penetrations in fire-rated walls, and ceilings in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--

Product data.--A list of materials, manufacturer's descriptive data, and location schedule shall be submitted for approval.

Descriptive data shall include trade names, manufacturers' names, complete information on the materials to be applied, California State Fire Marshal Listing, the material thickness for the required fire resistance ratings, and the manufacturer's printed instructions for installation. Manufacturer's assembly shall be California State Fire Marshal approved.

QUALITY ASSURANCE.--

Certificates of Compliance.--Certificates of Compliance shall be furnished with each shipment of firestopping material in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

DELIVERY, STORAGE AND HANDLING.--

Delivery.--Materials to be applied shall be delivered in original unopened packages. Packages shall be identified by the manufacturer's label and shall bear proper labels for fire resistance classification.

Storage.--Materials shall be stored above ground, under cover, and in a dry location until ready for use. Packages which have been exposed to moisture before use shall be discarded.

PART 2.- PRODUCTS

Fire-rated caulk.--

Fire-rated caulk shall conform to ASTM Designation: E 814 and shall be rated for use in 2 and 3-hour fire-rated assemblies. Fire-rated caulk shall be 3M Brand, Fire Barrier Caulk; Dow Corning, Fire Stop Sealant; Standard Oil, Fyre Putty; or equal.

Wrap strip.--

Wrap strip shall be nominal 6 mm thick intumescent elastomeric material in 50 mm wide strips, faced one side with aluminum foil, and rated for use in 1-hour and 2-hour fire-rated systems.

Packing material.--

Packing material shall be polyethylene backer rod or nominal one inch thickness of tightly packed ceramic (alumina silica) fiber blanket, mineral-wool batt or glass fiber insulation material.

Fire-rated mortar.--

Fire-rated mortar shall be non-asbestos, 753 to 913 kilograms per cubic meter air dried density portland cement fly ash through-penetration firestopping mortar. Fire-rated mortar shall conform to ASTM Designation: E 814 and shall be rated for use in 3-hour fire-rated systems at 75 mm minimum thickness.

Fire safeing insulation.--

Fire safeing insulation shall be inorganic 56 kilograms per cubic meter minimum density, non-combustible fiber insulation conforming to Federal Specifications HH-1-521F, when tested in accordance with ASTM Designation: E 119 and ASTM Designation: E 136 for 3 hour fire resistance.

PART 3.-EXECUTION.--

Installation.--Firestopping materials shall be installed to conform to the requirements of the California State Fire Marshal Listing and the manufacturer's recommendations.

DIVISION 8. THRU 13. (BLANK)

DIVISION 14. CONVEYING SYSTEMS

14.01 MOBILE VEHICLE LIFT

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing an above ground, 2-post, vehicle lift and accessories in accordance with these special provisions.

SUBMITTALS.--

Product data.--Manufacturer's descriptive data for all equipment, including installation instructions, shall be submitted for approval.

Submittals shall include, but not necessarily be limited to the following:

- Assembly Drawings
- Dimensional Drawings
- Control Schematic Diagrams
- Wiring Diagrams
- Test Report Certifying Compliance with ANSI Standard B153.1.

CLOSEOUT SUBMITTALS.--

Operations and maintenance manuals--Prior to completion of the contract, 3 identified copies of the operation and maintenance instructions for the vehicle lift shall be delivered to the Engineer at the jobsite. Manuals shall be bound and shall include the following:

- Manufacturer's name
- Name, address, and telephone number of factory authorized repair facility
- Model and serial number
- Service manual shall show:

- Assembly drawings, parts list, and simplified system diagrams
- Descriptions of all equipment and their basic operating features
- Routine maintenance and service requirements
- Troubleshooting and repair procedures
- Accessories and their features and requirements

Inadequate or incomplete manuals will be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

QUALITY ASSURANCE.--

Manufacturer's qualifications.--The vehicle lift shall be furnished and installed by a manufacturer or authorized representative who has not less than 5 years experience in the manufacture and installation of this type of equipment and who maintains an authorized service representative within the State of California.

Codes and standards.--All work, including equipment, materials and installation, shall conform to the California Building Standards Code, Title 24; the California Code of Regulations, Title 8, Chapter 4, Division of Industrial Safety (DIS); and the American National Standards Institute, Inc. (ANSI) Standard B153.1.

The lift including all components necessary for operation shall be tested as a unit for conformance to ANSI Standard B153.1. Where strength factors are specified, actual load tests shall be performed and the results documented. Where component assembly is specified to a particular code or standard, a statement of compliance with that code or standard shall be included. All tests shall be performed by an independent testing laboratory recognized by the Occupational Safety and Health Administration (OSHA) under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program, Office of Variance Determination.

WARRANTY.--

Warranties and guarantees.--Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

PART 2.- PRODUCTS

EQUIPMENT.--

Lift.--

Lift shall consist of electric over hydraulic lift unit, motor and two hydraulic operated components that are connected by hydraulic steel lines with one of the component having controls to operate both components. Lift shall be an electro/mechanical device featuring a master/slave hydraulic system, self lubricating, steel ball bearings. Lift shall have an automatic leveling control, The lift shall include support base and lifting fork to raise vehicles by the frame, a fail-safe mechanical locking system at each component to secure the lift at all required height positions. Finish shall be High Gloss industrial epoxy. Lift shall be; Mohawk, TP-15; Giro Lift, HT-15000; or equal.

Lift shall be heavy duty type with a minimum rated capacity of 6 804kg and a minimum lifting height of 1.9 meters measured from the finish floor to the top of the lifting fork.

Lift shall be driven by an 2.2 kW electric motor suitable for operation on 3-phase, 208-volt, and 60 Hz service. Electrical controls for all lift components shall be designed for complete synchronized automatic operation, such that both lifting forks shall have simultaneous movement when going up or down. All movement shall be stopped if the controls are unable to maintain synchronous motion. Electrical control shall be suitable for operation on the supply voltage.

ACCESSORIES.--

Lifting Pads.--

Lifting pads shall be included to allow lifting of trucks and passenger automobiles.

Adaptors.--

Adaptors shall be included for arm clearance when lifting SUV, Trucks, and automobiles.

Information plate.--

Information plate with the following inscriptions shall be attached to the lift:

Manufacturer's name and address
Model number
Serial number
Lift capacity
Date of installation
Statement of compliance with ANSI B153.1

PART 3.- EXECUTION**INSTALLATION.--**

General.--All equipment shall be installed in accordance with the vehicle lift manufacturer's recommendations and the applicable codes.

FIELD QUALITY CONTROL.--**TESTS.--**

Acceptance tests.--Testing of the vehicle lift shall be conducted by the Contractor in the presence of the Engineer, using a State-furnished vehicle up to the maximum specified. If the lift malfunctions or a failure develops, the parts causing the failure shall be replaced or repaired and the test repeated until the vehicle lift performs satisfactorily. The electric motors shall not exceed the full load current as listed on the nameplate of the motor.

The Contractor shall notify the Engineer in writing not less than 5 days prior to the time that the testing is scheduled.

Manufacturer's field service.--The Contractor shall arrange for a manufacturer's authorized representative at the site of the work to supervise installation, check start-up, and train State personnel.

DEMONSTRATION.--

Training.--The Contractor shall arrange instruction and training for up to 6 State personnel on the operation and maintenance of the equipment. Training shall be scheduled with the Engineer to occur within 2 weeks of the installation of the hoist. Training shall include 8 hours of instruction on equipment operation and maintenance.

DIVISION 15. MECHANICAL**15.01 MECHANICAL WORK****GENERAL.--**

Scope.--This work shall consist of performing mechanical work in accordance with the details shown on the plans and these special provisions.

Mechanical work shall include furnishing all labor, materials, equipment and services required for providing heating, ventilating, air conditioning, and plumbing.

Earthwork, foundations, sheet metal, painting, electrical, and such other work incidental and necessary to the proper installation and operation of the mechanical work shall be in accordance with the requirements specified for similar type work elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of pipes, ducts, etc., and location of equipment is to be governed by structural conditions and obstructions. Equipment requiring maintenance and inspection is to be readily accessible.

Roof penetrations shall be flashed and sealed watertight in accordance with the requirements specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

SUBMITTALS.--

Product data.--A list of materials and equipment to be installed, manufacturer's descriptive data, and such other data as may be requested by the Engineer shall be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, and component layout shall be included where applicable.

Manufacturer's descriptive data shall be submitted for the following:

Heat Pump System
360° Overhead Boom

CLOSEOUT SUBMITTALS.--

Operation and maintenance manuals.--Prior to the completion of the contract, 3 identified copies of the operation and maintenance instructions with parts lists for the equipment specified herein shall be delivered to the Engineer at the jobsite. The instructions and parts lists shall be indexed and bound in a manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material shall be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

Operation and maintenance manuals shall be submitted for the following equipment:

Heat Pump
360° Overhead Boom

QUALITY ASSURANCE.--

Codes and standards.--Mechanical work, including equipment, materials and installation, shall conform to the California Building Standards Code, Title 24, and to the California Code of Regulations, Title 8, Chapter 4, Division of Industrial Safety (DIS).

WARRANTY.--

Warranties and guarantees.--Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

15.02 PIPE, FITTINGS AND VALVES

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing pipes, fittings and valves in accordance with the details shown on the plans and these special provisions. Pipe, fittings and valves shall include such plumbing and piping accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the plumbing and piping systems.

The pipe sizes shown on the plans are nominal pipe size. No change in the pipe size shown on the plans shall be permitted without written permission from the Engineer.

The pipe and fitting classes and material descriptions shall be as specified herein. No change in class or description shall be permitted without written permission from the Engineer.

QUALITY ASSURANCE.--

Codes and standards.--Pipe, fittings and valves shall be installed in accordance with the requirements in the latest edition of the California Plumbing Code, the manufacturer's recommendations and the requirements specified herein.

PART 2.- PRODUCTS

MATERIALS.--

PIPE AND FITTINGS --

Class	Description
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A1.--	Schedule 40 galvanized steel pipe conforming to ASTM Designation: A 53, with 1040 kPa galvanized malleable iron banded screwed fittings and galvanized steel couplings. The weight of the zinc coating shall be not less than 90 percent of that specified in ASTM Designation: A 53.
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A2.--	Schedule 40 galvanized steel pipe conforming to ASTM Designation: A 53, with black cast iron recessed drainage fittings. For rainwater leaders, neoprene-gasket compression couplings, Smith Blair, Dresser, or equal, may be used. The weight of the zinc coating shall be not less than 90 percent of that specified in ASTM Designation: A 53.
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B1.--	Schedule 40 black steel pipe conforming to ASTM Designation: A 53, with screwed fittings suitable for working pressure involved, but not less than 1210 kPa. Fittings shall be listed for fire protection.
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D1.--	Ductile iron push on joint pipe conforming to AWWA Designation: C151. Fittings shall be push on ductile iron conforming to AWWA Designation: C153. Joints shall be rubber gasketed and designed for a working pressure of 2420 kPa. Pipe and fittings shall be supplied with bituminous outer coating and cement lining. Pipe shall be listed for fire protection.
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P4.--	Polyvinyl chloride (PVC) plastic pipe and fittings shall conform to AWWA Designation: C900, class 150, Standard Dimension Ratio (SDR) 18. Pipe shall have bell end with a solid cross section elastomeric ring conforming to ASTM Designation: D 1869. Pipe shall be listed for fire protection.
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Unions (for steel pipe).--

Unions (for steel pipe) shall be 1730 kPa, threaded malleable iron, ground joint, brass to iron seat, galvanized or black to match piping.

Insulating union.--

Insulating union or flange as applicable shall be suitable for the service on which used. Connections shall be constructed such that the 2 pipes being connected are completely insulated from each other with no metal to metal contact. Insulating couplings shall not be used. Insulating union shall be F. H. Maloney; Central Plastics; EPCO; or equal.

VALVES.--

Gate valve (75 mm and larger, below ground).--

Gate valve (75 mm and larger, below ground) shall be AWWA double disc, hub or rubber ring type, removable bonnet and non-rising stem, equipped with operating nuts, 1380 kPa working pressure, and Tee handle wrench for each valve. Valve shall be Mueller, A-2380; American Valve, Model 28; or equal.

Ball valve.--

Ball valve shall be two piece, minimum 2760 kPa WOG, bronze body and chrome plated or brass ball with full size port. Valve shall be Nibco Scott, T-580; Watts, B-6000; Kitz, 56; or equal.

MISCELLANEOUS ITEMS.--**360° Overhead Boom:-**

360° Overhead Boom shall be center ceiling mounted type, boom shall be able to rotate 360°, 2438 mm arm, vertical adjustable tension springs, spring hose protective end, double row ball bearings, grease fitting, cartridge seal, boom shall be mounted per manufacturer recommendations.

Pipe wrapping tape and primer.--

Pipe wrapping tape shall be pressure sensitive polyvinyl chloride or pressure sensitive polyethylene tape having nominal thickness of 0.50 mm. Wrapping tape shall be Polyken, 922; Manville, Trantex VID-20; Scotchrap, 51; or equal.

Pipe wrapping primer shall be compatible with the pipe wrapping tape used.

Valve box.--

Valve box shall be precast high density concrete with polyethylene face and cast iron traffic rated cover marked "WATER," "GAS" or "CO-SS" as applicable. Extension shall be provided as required. Valve box shall be Christy, B3; Brooks Products Company, 3TL; Frazer, 3; or equal.

PART 3.- EXECUTION**INSTALLATION.--****INSTALLATION OF PIPES AND FITTINGS.--**

Pipe and fittings.--Pipe and fittings shall be installed in accordance with the following designated uses:

Designated Use	Pipe and Fitting Class
Domestic water	A1
Fire protection water, underground	B1,D1 or P4
Fire protection water riser	B1, D1

Installing piping.--Water piping shall be installed generally level, free of traps and bends, and arranged to conform to the building requirements.

Piping installed underground shall be tested as specified elsewhere in these special provisions before backfilling.

PVC pipe sleeves shall be provided where each pipe passes through concrete floors, footings, walls or ceilings. Inside diameter of sleeves shall be at least 20 mm larger than outside diameter of pipe. Sleeves shall be installed to provide at least 10 mm space all around pipe the full depth of concrete. Space between pipes and pipe sleeves shall be caulked watertight.

Cutting pipe.--All pipe shall be cut straight and true and the ends shall be reamed to the full inside diameter of the pipe after cutting.

Damaged pipe.--Pipe that is cracked, bent or otherwise damaged shall be removed from the work.

Pipe joints and connections.--Joints in threaded steel pipe shall be made with teflon tape or a pipe joint compound that is nonhardening and noncorrosive, placed on the pipe and not in the fittings.

The use of thread cement or caulking on threaded joints will not be permitted. Threaded joints shall be made tight. Long screw or other packed joints will not be permitted. Any leaky joints shall be remade with new material.

Cleaning and closing pipe.--The interior of all pipe shall be cleaned before installation. All openings shall be capped or plugged as soon as the pipe is installed to prevent the entrance of any materials. The caps or plugs shall remain in place until their removal is necessary for completion of the installation.

Materials for holding pipe in place shall be compatible with piping material.

Wrapping and coating steel pipe.--Steel pipe buried in the ground shall be wrapped or shall be plastic coated as specified herein:

1. Wrapped steel pipe shall be thoroughly cleaned and primed as recommended by the tape manufacturer.
2. Tapes shall be tightly applied with 1/2 uniform lap, free from wrinkles and voids with approved wrapping machines and experienced operators to provide not less than 1.00 mm thickness.
3. Plastic coating on steel pipe shall be factory applied. Coating imperfections and damage shall be repaired to the satisfaction of the Engineer.
4. Field joints, fittings and valves for wrapped and plastic coated steel pipe shall be covered to provide continuous protection by puttying and double wrapping with 0.50 mm thick tape. Wrapping at joints shall extend a minimum of 150 mm over the adjacent pipe covering. Width of tape for wrapping fittings shall not exceed 50 mm. Adequate tension shall be applied so tape will conform closely to contours of fittings. Putty tape insulation compounds approved by the Engineer shall be used to fill voids and provide a smooth even surface for the application of the tape wrap.

Wrapped or coated pipe, fittings, and filed joints shall be approved by the Engineer after assembly. Piping shall be placed on temporary blocks to allow for inspection. Deficiencies shall be repaired to the satisfaction of the Engineer before backfilling or closing in.

Thrust blocks.--Thrust blocks shall be formed by pouring concrete between pipe and trench wall. Thrust blocks shall be sized and so placed as to take all thrusts created by maximum internal water pressure.

Plastic pipe underground shall be provided with thrust blocks and clamps at changes in direction of piping, connections or branches from mains 50 mm and larger, and all capped connections.

INSTALLATION OF VALVES.--

Exterior valves.--Exterior valves located underground shall be installed in a valve box marked "Water." Extensions shall be provided as required.

Chlorination.--The Contractor shall flush and chlorinate all domestic water. Calcium hypochlorite granules or tablets, if used, shall not be applied in the dry form, but shall first be dissolved into a solution before application.

The Contractor shall take adequate precautions in handling chlorine so as not to endanger workmen or damage materials. All pipes and fittings shall be completely filled with water containing a minimum of 50 ppm available chlorine. Each outlet in the system shall be opened and water run to waste until a strong chlorine test is obtained. The line shall then be closed and the chlorine solution allowed to remain in the system for a minimum of 24 hours so that the line shall contain no less than 25 ppm chlorine throughout. After the retention period, the system shall be drained, flushed and refilled with fresh water.

FIELD QUALITY CONTROL.--

Testing.--The Contractor shall test piping at completion of roughing in, before backfilling, and at other times as directed by the Engineer.

The system shall be tested as a single unit, or in sections as approved by the Engineer. The Contractor shall furnish necessary materials, test pumps, instruments and labor and notify the Engineer at least 3 working days in advance of testing. After testing, the Contractor shall repair all leaks and retest to determine that leaks have been stopped. Surplus water shall be disposed of after testing as directed by the Engineer.

The Contractor shall take precautions to prevent joints from drawing while pipes and appurtenances are being tested. The Contractor shall repair damage to pipes and appurtenances or to other structures resulting from or caused by tests.

General tests.--All piping shall be tested after assembly and prior to backfill, pipe wrapping, connecting fixtures, wrapping joints and covering the pipe. Systems shall show no loss in pressure or visible leaks.

The Contractor shall test systems according to the following schedule for a period of not less than 4 hours:

Test Schedule		
Piping System	Test Pressure	Test Media
Water	860 kPa	Water

During testing of water systems, valves shall be closed and pipeline filled with water. Provisions shall be made for release of air.

15.03 HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT AND SYSTEMS

PART 1.- GENERAL

Scope.--This work shall consist of furnishing, installing and testing air conditioning (HVAC) equipment in accordance with the details shown on the plans and these special provisions.

The performance rating and electric service of the HVAC equipment shall be as shown on the plans.

Codes and standards.--Equipment and systems shall conform to California State Energy Commission Regulations and, where applicable, shall be American Refrigeration Institute (ARI), Air Movement and Control Association (AMCA) approved for performance ratings and application shown on the plans.

PART 2.- PRODUCTS

HEATING AND COOLING UNITS.--

Heat pump (ductless).--

Heat pump shall consist of an outdoor condenser unit with an indoor fan/coil unit. The condenser unit shall consist of a rotary type compressor, condensing coil, fan and all controls, tubing and appurtenances required for a complete operating system. The indoor fan coil units shall consist of an evaporating coil, expansion control device, propeller fan, auxiliary electric heat strips and thermostat. In addition, the indoor unit shall come with a plug or local disconnect. The system shall provide heating or cooling as required by the thermostat. Units shall be Sanyo, Mitsubishi Electric, Toshiba, or equal.

AUXILIARY HVAC COMPONENTS.--

Unless specified herein, all components shall be sized and have the characteristics as shown on the plans.

Refrigerant and condensate drain piping.--

Refrigerant and condensate drain piping shall be rigid, Type L copper tubing with brazed solder fittings. The suction line shall be insulated, with vapor barrier and shall be weatherproofed for exterior installation. Factory sealed tubing shall not be used.

PART 3.- EXECUTION

INSTALLATION.--

Condensate drains.--Heat pumps shall be provided with condensate drain trap and piping. Outdoor piping shall extend to the nearest roof drain. Air gap shall be installed where required by code. Interior condensate drain piping shall be insulated with foam insulation.

FIELD QUALITY CONTROL.--

Pre-test requirements.--Before starting or operating systems, equipment shall be cleaned and checked for proper installation, lubrication and servicing.

The Contractor shall replace or revise any equipment, systems or work found deficient during tests.

Project completion tests.--The Engineer shall be notified at least 3 working days in advance of starting project completion tests.

Upon completion of mechanical work and pre-test requirements, or at such time prior to completion as determined by the Engineer, the Contractor shall operate and test installed mechanical systems for at least 3 consecutive 8-hour days to demonstrate satisfactory overall operation.

DIVISION 16. ELECTRICAL

16.01 ELECTRICAL WORK

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of performing electrical work in accordance with the details shown on the plans and these special provisions.

Electrical work shall include furnishing all labor, materials, equipment and services required to construct and install the complete electrical system shown on the plans and the work of installing electrical connections for the thermostats, motors, and controls specified elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of conduits and other facilities and location of equipment is to be governed by structural conditions and other obstructions, and shall be coordinated with the work of other trades. Equipment requiring maintenance and inspection shall be located where it is readily accessible for the performance of such maintenance and inspection.

Related work.--Earthwork, foundations, sheet metal, painting, mechanical and such other work incidental to and necessary for the proper installation and operation of the electrical work shall be done in accordance with the requirements specified for similar work elsewhere in these special provisions.

QUALITY ASSURANCE.--

Codes and standards.--All work performed and materials installed shall be in accordance with the National Electrical Code; the California Building Standards Code, Title 24, Part 3, "California Electrical Code," and the California Code of Regulations, Title 8, Chapter 4, "Electrical Safety Orders," and all state ordinances.

Warranties and guarantees.--Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

TESTING.--

After the electrical system installation work has been completed, the electrical system shall be tested in the presence of the Engineer to demonstrate that the electrical system functions properly. The Contractor shall make necessary repairs, replacements, adjustments and retests at his expense.

16.02 BASIC MATERIALS AND METHODS

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing conduits, conductors, fittings, and wiring devices in accordance with the details shown on the plans and these special provisions.

Conduits, conductors, fittings, and wiring devices shall include those accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the electrical system.

Related work.--Roof penetrations shall be flashed and sealed watertight conforming to the requirements specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

Where conduits pass through fire rated wall, floor or ceiling assemblies, the penetrations shall be protected in accordance with the requirements specified under "Through-Penetration Firestopping" in Division 7, "Thermal and Moisture Protection," of these special provisions.

SUBMITTALS.--

Product data.--A list of materials and equipment to be installed and the manufacturer's descriptive data shall be submitted for approval. Any other data as requested by the Engineer shall also be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein.

PART 2.- PRODUCTS

CONDUITS AND FITTINGS.--

Rigid steel conduit and fittings.--

Rigid steel conduit shall be threaded, full weight rigid steel, hot-dip galvanized inside and outside with steel or malleable iron fittings. Fittings shall be threaded unless otherwise specified or shown on the plans.

Split or three-piece couplings shall be electroplated, malleable cast iron couplings.

Insulated grounding bushings shall be threaded malleable cast iron body with plastic insulated throat and steel, lay-in ground lug with compression screw.

Insulated metallic bushings shall be threaded malleable cast iron body with plastic insulated throat.

Electrical metallic tubing (EMT) and fittings.--

Electrical metallic tubing shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam with zinc coating outside and enamel or lacquer coating inside.

Couplings shall be electroplated, rain and concrete tight, gland compression type, steel body couplings with malleable iron nuts.

Connectors shall be electroplated, rain and concrete tight, gland compression type, steel body connectors with male hub, malleable iron nut and insulated plastic throat.

Flexible metallic conduit and fittings.--

Flexible metallic conduit shall be fabricated in continuous lengths from galvanized steel strip, spirally wound and formed to provide an interlocking design.

Fittings shall be electroplated screw-in type with malleable cast iron body and threaded male hub with insulated throat.

Liquid tight flexible metallic conduit and fittings.--

Liquid tight flexible metallic conduit shall be fabricated in continuous length from galvanized sheet steel, spirally wound and formed to provide an interlocking design with an extruded polyvinyl chloride cover.

Fittings shall be electroplated, malleable cast iron body, with cap nut, grounding ferrule, and connector body with insulated throat.

CABLES AND CONDUCTORS.--**Conductors.--**

Conductors shall be stranded copper wire.
Conductor insulation type shall be THHN.

Wire connections and devices.--

Wire connections and devices shall be pressure or compression type, except that connectors for No. 10 AWG and smaller conductors in dry locations may be preinsulated spring-pressure type.

ELECTRICAL BOXES.--**Outlet, device and junction boxes.--**

Unless otherwise shown or specified, boxes shall be galvanized steel boxes with knock-outs and shall be the size and configuration best suited to the application indicated on the plans. Minimum size of outlet, receptacle, switch or junction boxes shall be 100 mm square by 40 mm deep.

Cast metal boxes shall be cast iron boxes with threaded hubs and shall be of the size and configuration best suited to the application shown on the plans.

Unless otherwise shown or specified, surface-mounted boxes shall have galvanized steel covers with metal screws.

Weatherproof junction boxes shall have cast metal covers with gaskets.

Weatherproof switch and receptacle boxes shall have gasketed covers with gasketed hinged flaps to cover switches and receptacles.

RECEPTACLES**Anchorage devices.--**

Anchorage devices shall be corrosion resistant, toggle bolts, wood screws, bolts, machine screws, studs, expansion shields, and expansion anchors and inserts.

PART 3.- EXECUTION**INSTALLATION.--**

Conduit, general.--Rigid steel conduit shall be used unless otherwise shown on the plans or specified in these special provisions.

Electrical metallic tubing may be used for exposed work indoors 1.2 meter and higher above the floor.

Unless otherwise specified or shown on the plans, flexible metal conduit shall be used to connect HVAC equipment, and other equipment subject to vibration in dry locations.

Unless otherwise specified or shown on the plans, liquid-tight flexible metal conduit shall be used to connect HVAC equipment, and other equipment subject to vibration in wet locations.

Conduit installation.--Conduit trade sizes are shown on the plans. No deviation from the conduit size shown on the plans will be permitted without written permission from the Engineer.

Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.

Locations of conduit runs shall be planned in advance of the installation and coordinated with the ductwork, plumbing, ceiling and wall construction in the same areas and shall not unnecessarily cross other conduits or pipe, nor prevent removal of ceiling tiles or panels, nor block access to mechanical or electrical equipment.

Where practical, conduits shall be installed in groups in parallel, vertical or horizontal runs and at elevations that avoid unnecessary offsets.

Exposed conduit shall be installed parallel and at right angles to the building lines.

Conduits shall not be placed closer than 300 mm from a parallel hot water or steam pipe or 75 mm from such lines crossing perpendicular to the runs.

All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers.

Single conduit runs shall be supported by using one hole pipe clamps. Where run horizontally on walls in damp or wet locations, conduit shall be installed with "clamp backs" to space conduit off the surface.

Multiple conduit runs shall be supported with construction channel secured to the building structure. Conduits shall be fastened to construction channel with channel compatible pipe clamps.

Raceways of different types shall be joined using approved couplings or transition fittings.

All floor and wall penetrations shall be sealed water-tight.

Conduit terminations.--Rigid steel conduits shall be securely fastened to cabinets, boxes and gutters using 2 locknuts and specified insulating metallic bushing. Electrical metallic tubing shall be securely fastened to cabinets, boxes and gutters using specified connectors. Conduit terminations at exposed weatherproof enclosures and cast outlet boxes shall be made watertight using specified hubs.

Grounding bushings with bonding jumpers shall be installed on all type of conduits terminating at concentric knockouts and on all conduits containing service conductors, grounding electrode conductor, and conductors feeding separate buildings.

Conductor installation.--Conductors shall not be installed in conduit until all work of any nature that may cause injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. An approved non-petroleum base and insulating type pulling compound shall be used as needed.

Splices and joints shall be insulated with insulation equivalent to that of the conductor.

Provide 155 mm of slack at each outlet and device connection. If the outlet or device is not at the end of a run of wire, connection shall be made with correctly colored pigtails tapped to the runs with splices as specified herein.

Branch circuit conductors in panelboards shall be neatly trained along a path from the breaker terminals to their exit point. The conductors shall have ample length to transverse the path without strain, but shall not be so long as to require coiling, doubling back, or cramming. The path shall transverse the panelboard gutter spaces without entering a gutter containing service conductors and, unless otherwise shown on the plans, without entering the gutter space of any panelboard feeder.

All pressure type connectors and lugs shall be retightened after the initial set.

Conductor identification.--The neutral and equipment grounding conductors shall be identified as follows:

Neutral conductor shall have a white or natural gray insulation except that conductors No. 4 and larger may be identified by distinctive white marker such as paint or white tape at each termination.

Equipment grounding conductor shall be bare or insulated. If insulated, equipment grounding conductors shall have green or green with one or more yellow stripes insulation over its entire length except that conductors No. 4 and larger may be permanently identified by distinctive green markers such as paint or green tape over its entire exposed insulation.

Ungrounded feeder and branch circuit conductors shall be color coded by continuously colored insulation, except conductors No. 6 AWG or larger may be color coded by colored tape at each connection and where accessible. Ungrounded conductor color coding shall be as follows:

SYSTEM	COLOR CODE
120/208V-Three phase	Black, red, blue

Once an insulated circuit conductor, including grounded and ungrounded conductors, is identified with a specific color code, that color code shall be used for the entire length of the circuit.

Where more than one branch circuit enters or leaves a conduit, panel, gutter, or junction box, each conductor shall be identified by its panelboard and circuit number. All control conductors including control conductors of manufacturer supplied and field wired control devices shall be identified at each termination with the wire numbers shown on the plans, approved shop drawings, and as directed by the Engineer where deemed necessary. Identification shall be made with one of the following:

1. Adhesive backed paper or cloth wrap-around markers with clear, heat shrinkable tubing sealed over either type of marker.
2. Self-laminating wrap around type, printable, transparent, permanent heat bonding type thermoplastic film markers.
3. Pre-printed, white, heat-shrinkable tubing.

Outlet, device and junction box installation.--Where exposed threaded steel conduits are connected to an outlet, device, or junction box below switch height, the box shall be a cast metal box. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall be sheet steel boxes. Weatherproof outlet, device and junction boxes shall have cast metal covers with gaskets. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall have standard galvanized covers.

No unused openings shall be left in any box. Knockout seals shall be installed as required to close openings.

Outlet, device, and junction boxes shall be installed at the locations and elevations shown on the plans or specified herein. Adjustments to locations may be made as required by structural conditions and to suit coordination requirements of other trades.

Top of pull boxes shall be flush with surrounding grade or top of curb. In unpaved areas where pull box is not immediately adjacent to and protected by a concrete foundation, pole or other protective construction, the top of pull box shall be set at plus 30 mm above surrounding grade. Pull boxes shown on the plans in the vicinity of curbs shall be placed adjacent to the back of curb. Pull boxes shown on the plans adjacent to lighting standards shall be placed on the side of foundation facing away from traffic.

Anchorage.--Hangers, brackets, conduit straps, supports, and electrical equipment shall be rigidly and securely fastened to surfaces by means of toggle bolts on hollow masonry; expansion shields and machine screws, or expansion anchors and studs or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces; and wood or lag screws on wood construction.

Anchorage devices shall be installed in accordance with the anchorage manufacturer's recommendations.

16.03 ELECTRICAL EQUIPMENT

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing disconnect switch and related accessories in accordance with the details shown on the plans and these special provisions.

Related work.--Anchorage devices shall be as specified under "Basic Materials and Methods" elsewhere in this Division 16.

SUBMITTALS.--

Product data.--A list of materials and equipment to be installed and the manufacturer's descriptive data shall be submitted for approval. Any other data as requested by the Engineer shall also be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein.

SWITCHES.--

Heat pump condensing unit disconnect switch.--

Heat pump condensing disconnect switch shall be 2-pole, 240-volt, AC, 30-ampere, fused, heavy duty safety switch in a NEMA-3R enclosure. The fuses shall be sized to suit the heat pump condensing unit furnished.

PART 3.- EXECUTION

INSTALLATION.--

Existing panelboards.--Provide new circuit breakers, where required to match existing type unless otherwise shown on the plans. Provide mounting hardware, bus straps, and related materials for proper circuit breaker installation. Provide new panelboard identification nameplate with designation as shown for each panelboard. Remove existing nameplates where applicable. Provide new typewritten circuit directory reflecting changes made under the Contract.